DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Victorian Hospitals' Industrial Association
(AG2026/1344)

VICTORIAN INSTITUTE OF FORENSIC MENTAL HEALTH SERVICES ENTERPRISE AGREEMENT 2024-2028

Health and welfare services

COMMISSIONER REDFORD MELBOURNE, 30 JUNE 2026

Application for approval of the Victorian Institute of Forensic Mental Health Services Enterprise Agreement 2024-2028

[1] An application has been made for approval of an enterprise agreement known as the *Victorian Institute of Forensic Mental Health Services Enterprise Agreement 2024-2028* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Victorian Hospitals' Industrial Association (**VHIA**) who was a bargaining representative for the Agreement. The Agreement is a single enterprise agreement.

Undertakings

[2] In response to several issues raised with Victorian Hospitals' Industrial Association in relation to its application, it has provided written undertakings, a copy of which are attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] The undertakings relate to:

a. Rates of pay – welfare workers

Consideration

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[5] The Australian Nursing and Midwifery Federation (**ANMF**) and the Health Services Union (Victoria No.2 Branch) T/A Health and Community Services Union (**HACSU**), both being bargaining representatives for the Agreement, have given notice under s.183 of the Act

that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the ANMF and HACSU.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate 7 days after approval.

COMMISSIONER

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ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2026/1344

Applicant: Victorian Hospitals' Industrial Association

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKING – SECTION 190

I, Timothy Nagle, Director Workplace Relations Services, have the authority given to me by the Victorian Institute of Forensic Mental Health (**the employer**) to give the following undertakings with respect to the Victorian Institute of Forensic Mental Health Services Enterprise Agreement 2024-2028 (**the Agreement**):

1. Welfare Workers weekly rates of pay

Where the below classifications within the Agreement meet the corresponding Modern Award definition, they will receive the relevant base rate within the Agreement but no less than the equivalent weekly rate of pay prescribed in the Health Professionals and Support Services Award 2010 **(HPSS Modern Award)**:

Agreement Classification	HPSS Modern Award Classification	Minimum Rate of Pay as of 1 November 2025
Welfare Worker Class 1 Yr 5	Health Professionals Employee Level 1 PP5	$1,369.90
Welfare Worker Class 1 Yr 6	Health Professionals Employee Level 1 PP6	$1,418.50
Welfare Worker Class 2 Yr 1	Health Professionals Employee Level 2 PP1	$1,426.20
Welfare Worker Class 2 Yr 2	Health Professionals Employee Level 2 PP2	$1,478.10
Welfare Worker Class 2 Yr 3	Health Professionals Employee Level 2 PP3	$1,534.50
Welfare Worker Class 2 Yr 4	Health Professionals Employee Level 2 PP4	$1,595.60

Welfare Worker Class 4 Yr 1	Health Professionals Employee Level 3 PP1	$1,664.80
Welfare Worker Class 4 Yr 2	Health Professionals Employee Level 2 PP2	$1,711.50
Welfare Worker Class 4 Yr 3	Health Professionals Employee Level 3 PP3	$1,748.30

For the avoidance of doubt, the assessment as to whether the modern award or agreement is payable at any point occurs throughout the life of the Agreement.

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

Signature_____

Date: 29 June 2026

VICTORIAN INSTITUTE OF FORENSIC MENTAL HEALTH SERVICES ENTERPRISE AGREEMENT 2024-2028

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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SECTION 1 | PART A: PRELIMINARY

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This Agreement shall be known as the Victorian Institute of Forensic Mental Health Services Enterprise Agreement 2024-2028 **(Agreement).**

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4.2 Section 1 of this Agreement applies to all Employees covered by this Agreement. Where the Common Terms in Section 1 do not address a matter, it may be dealt with in the Section relevant to the particular classification.

5. Application of Section 2

The terms of Section 2 of this Agreement apply to Employees engaged in one of the following classifications:

(a) Registered Psychiatric Nurse

(b) Psychiatric Enrolled Nurse

(c) Mental Health Officer

(d) Registered Undergraduate Student of Nursing

(e) Pre-qualified Enrolled Nurse; or

(f) Indigenous Nursing Cadet.

6. Application of Section 3

The terms of Section 3 of this Agreement apply to Employees engaged as Health Professionals in one of the following

(a) Aboriginal Mental Health Clinician, Art Therapist, Child Psychotherapist, Community Development Worker, Counsellor, Exercise Physiologist, Health Information Manager, Lived and Living Experience Workers (LLEW), Music Therapist, Occupational Therapist, Physiotherapist, Play Therapist, Recreational Therapist, Social Worker, Speech Pathologist, Welfare Worker or Youth Worker classifications; and

(b) Pre-Qualified Health Professional students employed by the Employer.

7. Application of Section 4

The terms of Section 4 of this Agreement apply to Employees engaged in a classification set out in Schedule 6 which includes Support Services Employees.

8. Application of Section 5

The terms of Section 5 of this Agreement apply to Employees engaged in a classification set out in Schedule 7 which includes Management and Administrative Officers.

9. Definitions

9.1 In this Agreement, except where the context requires otherwise:

(a) **2016 Agreement** means the Victorian Institute of Forensic Mental Health Services Enterprise Agreement 2016-2020.

(b) **2020 Agreement** means the Victorian Institute of Forensic Mental Health Services Enterprise Agreement 2020-2024.

(c) **Act** means Fair Work Act 2009 (Cth).

(d) **Adoption** includes the placement of a Child (as defined in clause 70 (Parental Leave)) by permanent care order and includes kinship care where it is comparable to adoption, having regard for all the circumstances.

(e) **Allied Health Professional** means a person employed in any of the classifications as set out in Schedule 5 of this Agreement excluding Lived and Living Experience Workers.

(f) **ANMF** means the Australian Nursing and Midwifery Federation.

(g) **Bank Employee** means a directly employed casual Employee who is engaged in relieving work of a casual nature.

(h) **CATT** shall mean Crisis Assessment Treatment Team and includes other work designated by the Employer as a community-based crisis response howsoever titled.

(i) **Commission** means the Fair Work Commission or any successor body.

(j) **Consumer Consultant** means a person employed by an Employer and classified as a Consumer Consultant in Schedule 5. Part 5, Clause 4.2. For the avoidance of doubt, this does not include persons who volunteer as consumer consultants, in relation to that volunteer work.

(k) **Department** means the Department of Health (Victoria) or any of its predecessors or successors.

(l) **EFT** shall mean equivalent full time Employee.

(m) **Employee** means a person employed by an Employer and engaged solely or predominantly in the provision of Mental Health Services, in a classification/occupation within the Agreement.

In this Agreement, 'engaged solely or predominately in the provision of Mental Health Services', refers to the service, department, unit, or program of the Employer rather than the duties of the individual employee.

(n) **Employer** means the Employer listed in Schedule 1 to this Agreement.

(o) **EO Act means** the *Equal Opportunity Act 2010* (Vic).

(p) **Family Carer Consultant** means a person employed by an Employer and classified as a Family Carer Consultant in Schedule 5, Part 5, Clause 4.2. For the avoidance of doubt, this does not include persons who volunteer as family carer consultants, in relation to that volunteer work.

(q) **FFPPOA** means first full pay period on or after.

(r) **FW Regulations** means the *Fair Work Regulations 2009* (Cth) as amended or replaced from time to time.

(s) **HACSU** means a Branch of the Health Services Union, known as the Health and Community Services Union.

(t) **HRP Act** means the *Health Practitioner Regulation National Law Act 2009* (Vic).

(u) **Immediate Family** means:

(i) a spouse including a former spouse a de facto partner and a former de facto partner of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes).

(ii) a child or an adult child (including an adopted child, a stepchild, a current foster child of the Employee or an ex nuptial child), parent, grandparent, grandchild, or sibling of the Employee or the Employee's spouse or the Employee's de facto partner.

(iii) This definition includes step-relations as well as adoptive relations.

(v) **Lived and Living Experience Worker** means an Employee employed in accordance with the definition listed at Schedule 5.

(w) **Management and Administrative Officer** means a person employed in any of the classifications listed in Schedule 7 of this Agreement.

(x) **Mental Health and Wellbeing Act** means the *Mental Health and Wellbeing Act 2022* (Vic) or its successor.

(y) **Mental Health Industry Implementation Committee** (MHIIC) means the committee referred to in clause 12.1 of this Agreement.

(z) **Mental Health Officer** ('MHO') means a person employed by an Employer and classified in accordance with the MHO classification in clause 147.

(aa) **Mental Health Services/Psychiatric Services** means the delivery of human services concerned with the prevention of mental illness and the assessment, treatment, rehabilitation, maintenance and support of those persons who may be at risk of or suffering from mental illness or psychiatric disability by Employer listed in Schedule 1.

(bb) **NES** means the National Employment Standards as contained in the Act.

(cc) **NMBA** means the Nursing and Midwifery Board of Australia.

(dd) **OHS Act** means the *Occupational Health and Safety Act 2004* (Vic).

(ee) **Parties** means, the Employer, HACSU and ANMF.

(ff) **Peer Worker** means a person employed by an Employer and classified as a Peer Worker and classified as a Peer Worker in Schedule 5 Part 5, Clauses 1.3, 2.3 or 3.3. For the avoidance of doubt, this does not include persons who volunteer as Peer Support Workers, in relation to that volunteer work.

(gg) **Pool Employee** means a class of non-casual Employees who agree to be available for deployment across all or part of a Health Service.

(hh) **Psychiatric Enrolled Nurse** ('PEN') means a person employed by an Employer and classified in accordance with clause 146 and registered as an Enrolled Nurse in Division 2 on the Register of Nurses of the NMBA established by the HRP Act and works within the scope of practice.

This definition is intended for use as an industrial classification and for the purpose of this Agreement only, and does not imply specialist registration. The relevant qualification applicable is dealt with under the HRP Act.

(ii) **Registered Psychiatric Nurse** ('RPN') means a person employed by an Employer and classified in accordance with clause 145, and registered as a Registered Nurse in the Register of Nurses of the NMBA established by the HRP Act.

This definition is intended for use as an industrial classification and for the purpose of this Agreement only, and does not imply specialist registration. The relevant qualification applicable is dealt with under the HRP Act.

(jj) **Relevant qualification/relevant component of a qualification etc.**

Where a provision of this Agreement requires consideration of the relevance of a qualification or certificate (including components of a qualification or certificate) or course of study or similar (education):

(i) the main criteria for considering relevance are:

(A) the nature of the education and

(B) the current area of practice of the Employee; and

(ii) other considerations may include:

(A) the clinical or other area of work of the Employee

(B) the classification and position description of the Employee; and /or

(C) whether the education would assist the Employee in performing their role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Employee is employed.

(kk) **Support Services Employee** means a person employed in any of the classifications listed in Schedule 6 of this Agreement.

(ll) **Unions** means the ANMF and HACSU.

(mm) **VHIA** means Victorian Hospitals' Industrial Association.

(nn) **Workplace Implementation Committee** (WIC) means the committee referred to in clause 12.3 of this Agreement.

(oo) **WIRC Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), or if applicable in the particular situation the *Accident Compensation Act 1985* (Vic) or the *Workers Compensation Act 1958* (Vic).

10. Coverage

10.1 This Agreement covers:

(a) the Employer

(b) the Employees

(c) if they are named by the Commission as a party covered by the Agreement, the Health Services Union as a bargaining representative for this Agreement for its members who are Employees classified as RPN, RUSON, Aboriginal Healthcare Worker Trainee, Indigenous Nursing Cadet, PEN, PQEN, MHO, Health Professionals, Pre-Qualified Health Professional Students, Support Services Employees and Management and Administrative Officers; and

(d) if they are named by the Commission as a party covered by the Agreement, the ANMF as a bargaining representative for this Agreement for its members who are Employees classified as RPN, RUSON, Indigenous Nursing Cadet, PEN and PQEN.

11. Incidence and operation of this agreement

11.1 This Agreement will not apply to persons employed under the *Public Administration Act 2004*, (as amended or replaced from time to time), and/or any person who is an Employee of the Department and whose services have been made available to an Employer under section 97 of the *Mental Health Act 1986* (Vic) (as amended or replaced from time to time) (Section 97 Employees).

11.2 This Agreement will operate seven days after the date on which it is approved by the Commission.

11.3 The Nominal Expiry Date of this Agreement is 31 December 2028. The Agreement will continue in force after the expiry date until replaced by a further enterprise agreement.

11.4 The VHIA on behalf of the Employer and the Unions on behalf of the Employees have created a protocol to assist Employer to collate an accurate list of eligible Employees for use in accordance with ballot processes outlined in the Fair Work Act. This protocol will be relied upon by any party with respect to any future Protection Action Ballot application.

11.5 The Schedules to this Agreement form part of this Agreement and are to be read in conjunction with it.

11.6 For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.

11.7 Where clauses in this Agreement have been rewritten and/or relocated and there is a dispute about an entitlement under this Agreement, including the intent or meaning, in interpreting those clauses regard shall be given to all the antecedent relevant documents and decisions arising from them. However, the parties do not intend to incorporate into this Agreement any such documents and decisions.

12. Implementation Committees

12.1 The Parties agree to convene the Mental Health Industry Implementation Committee (MHIIC). This Committee will monitor and oversee the implementation of this Agreement. The MHIIC will be chaired by a representative of the Department, and be comprised of representatives of the VHIA (in its capacity as the representative of the Employer), the ANMF and HACSU.

12.2 The MHIIC will operate in accordance with terms of reference determined by its members.

12.3 Each Employer shall establish a Mental Health Workplace Implementation Committee (WIC) which may include local and state Union representatives. The WIC shall address local matters directed to the implementation of this Agreement.

12.4 The WIC will operate in accordance with terms of reference determined by the MHIIC

12.5 Workplace Implementation Committees

(a) A WICs will continue or, if there is not currently a WIC in operation, be established at each Employer for the purposes of:

(i) agreement implementation

(ii) on-going monitoring and assessment of the implementation of this Agreement; and

(iii) dealing with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement.

(iv) consultation on workplace change matters referred for consultation by either party (this clause does not detract from any parties obligations under clause 18 – Consultation).

(b) Having regard to their size and location, a WIC may be appropriate at each facility/Campus.

(c) The WIC will, where practicable, comprise equal numbers of representatives of the Employer and the Unions.

(d) The WIC will meet as required to satisfy the purpose described at (a) above and, where a scheduled meeting is cancelled by either party, the responsible party will propose an alternative time within 4 weeks of the previous scheduled meeting.

(e) Representatives of the Unions may include nominees of the Unions employed by the Employer, in which case the Employer will provide those nominees paid release from duty to participate.

(f) The Employer will make available to the WIC information reasonably necessary to fulfil the objectives at (a) above.

(g) Priority items for consideration:

(i) Carparking with respect to the safety of Employees, including getting to and from carparking

(ii) Operation of the supplementary roster (see clause 128)

(iii) Public holiday rostering requirements

(iv) Allocation of paid time for Employees with portfolio or administrative responsibilities (see clauses 131 and 163)

(v) Community Mental Health Nursing Positions Data (see clause 79.3)

(vi) Night shift arrangements

(vii) Recruitment to improve Parent Infant Unit staffing profiles (where applicable); and

(viii) Implement LLEW classification structure.

(h) Other activities undertaken by the WIC include:

(i) Gender equity activities, including Audit and Action Plan (standing item);

(ii) Engagement with respect to climate change and sustainability activities (where there is not an alternative local mechanism);

(iii) Review DWG lists provided in accordance with subclause 98.1

(iv) Working cooperatively to address instances of contact inconsistent with the 'Right to Disconnect' clause (see clauses 46 and 129.3)

(v) Discuss the Employer's activities to promote secure employment (see subclause 26.4);

(vi) Receiving reports on the following:

(A) Unresolved Employee requests to rectify underpayments

(B) The progress of transition to permanent night shift arrangements

(C) Evaluation of permanent night shift to ensure no unintended consequences

(D) Evaluation of other night shift arrangements to ensure no unintended consequences

(E) The positions that are not rostered:

(F) The results of a review of arrangements for contacting Employee's out of hours to determine availability; and

(G) Manual handling where those reports are not provided to an OHS Committee.

13. No further claims

13.1 The Parties acknowledge and agree that:

(a) this Agreement settles all claims in relation to terms and conditions of employment of all Employees to whom it applies; and

(b) that they will not pursue any extra claims during the term of this Agreement.

13.2 Subject to an Employer meeting its obligations to consult arising under this Agreement or a contract of employment binding on that Employer, it is not the intention of this provision to inhibit, limit or restrict an Employer's right to introduce change at the workplace.

13.3 The Parties agree to commence discussions no later than six months prior to the nominal expiry date of this Agreement. Clause 13.1 does not prevent a party from making a claim during the six-month period prior to the nominal expiry date of this Agreement.

13.4 Six months prior to the Nominal Expiry Date of this Agreement, the parties will commence bargaining in order to incorporate the Employer into the successor Victorian Public Mental Health Services Enterprise Agreement.

14. Copy of Agreement

Each Employer must make readily available to all Employees a copy of this Agreement and a copy of the National Employment Standards.

15. Savings Clause

Nothing in this Agreement will diminish any existing entitlement of any Employee covered by the Agreement that is not elsewhere dealt with in this Enterprise Agreement.

16. Anti-Discrimination

16.1 It is the intention of the parties covered by this Agreement to achieve the principal object in section 3(e) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation , breastfeeding, gender identity, intersex status, and experience of family and domesti**c** violence, age, physical or mental disability, marital status, family or carer responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

16.2 The Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

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

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

(b) an Employee, Employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or

(c) any exemptions provided under the Act.

17. Gender Based Discrimination

17.1 The parties agree, in conjunction with the Department, to maintain a Gender-Based Standing Committee (GBSC) during this Agreement.

17.2 The purpose of the GBSC will be to:

(a) review audit results

(b) promote gender equity initiatives

(c) identify and address any gender pay gaps in the public sector organisation; and

(d) promote job security.

17.3 The GBSC will schedule a minimum of four meetings per year.

17.4 The GBSC will be comprised of:

(i) representative Employer through their CEOs or their nominees

(ii) the Unions; and

(iii) the VHIA.

(iv) The GBSC may, by unanimous agreement of its sitting members, also include other health sector unions who are not covered by this Agreement to meet the objectives at clause 17.

17.5 The Employer' gender equity activities, including Audit and Action Plan will be a standing agenda item at WIC meetings.

SECTION 1 | PART B: CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE

18. Consultation

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

18.1 Consultation regarding Major Change

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

(b) Consultation will, where reasonably practicable, include consultation with those who are absent on leave including on workers' compensation or parental leave.

(c) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the Unions can participate effectively in the Consultation process.

18.2 Definitions

Under this clause 18

(a) **Consultation** means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.

(b) **Affected Employee** means an Employee on whom a Major Change may have a Significant Effect.

(c) **Major Change** means a change (including a temporary or urgent change) in the Employer's program, production, organisation, physical workplace, workplace arrangements, structure or technology that is likely to have a Significant Effect on Employees.

(d) **Significant Effect** includes but is not limited to:

(i) termination of employment

(ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing) or skills required

(iii) alteration of the number of hours worked and/or reduction in remuneration

(iv) changes to an Employee's classification, position description, duties or reporting lines

(v) the need for retraining or relocation/redeployment/transfer to another site or to other work

(vi) removal of an existing amenity; and/or

(vii) the removal or reduction of job opportunities, promotion opportunities or job tenure.

(e) **Measures to mitigate or avert** may include but are not limited to:

(i) redeployment

(ii) retraining

(iii) salary maintenance

(iv) job sharing; and/or

(v) maintenance of accruals.

18.3 Consultation Steps

(a) Consultation includes the steps set out below.

(b) Timeframes for each step must allow a party to consultation (including a representative) to genuinely participate in an informed way having regard for all the circumstances including the complexity of the change proposed, and the need for Employees and their representative to meet with each other and consider and discuss the Employer's proposal. The timeframes in this clause are indicative only.

(c) The following table makes clear the relevant steps for the consultation process:

Step	Action
1.	Employer provides change impact statement and other written material required by subclause 18.4
2.	Written response from Employees and / or union.
3.	Consultation Meeting/s convened
4.	Further Employer response (where relevant)
5.	Alternative proposal from Employees or Union
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employees or Union prior to advising of the outcome of consultation

18.4 Change Impact Statement (Step 1)

(a) Prior to Consultation required by this clause, the Employer will provide Affected Employee/s and Union with a written Change Impact Statement setting out all relevant information including:

(i) the details of proposed change

(ii) the reasons for the proposed change

(iii) the possible effect of the proposed change on Employees':

(A) workload; and

(B) occupational health and safety impacts matters, such as those set out in Clause 93; Where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Employees must be undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;

(iv) the expected benefit of the change

(v) measures the Employer is considering that may mitigate or avert the effects of the proposed change

(vi) if relevant to the proposed change, the existing and proposed position descriptions, including new roles, those of the Affected Employees or managers where reporting lines change

(vii) the right of an Affected Employee to have a representative including a Union representative at any time during the change process; and

(viii) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence or exposes the Employer to unreasonable legal risk or cannot be disclosed under the *Health Services Act 1988* or other legislation.

(b) Any concerns by an Affected Employee or their representative regarding whether the Change Impact Statement complies with clause 18.4 will be raised as soon as practicable and before step 2.

18.5 Employee / Union response (step 2)

Following receipt of the change impact statement, Affected Employees and / or the Union may respond in writing to any matter arising from the proposed change.

18.6 Meetings (step 3)

(a) As part of Consultation, the Employer will meet with the Employee/s, the Union and other nominated representative/s (if any) to discuss:

(i) the proposed change

(ii) proposals to mitigate or avert the impact of the proposed change; and

(iii) any matter identified in the written response from the Affected Employees and / or the Union.

(b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for Consultation.

18.7 Employer response (step 4)

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

18.8 Alternative proposal (step 5)

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

18.9 Outcome of Consultation (step 6)

The Employer will give prompt and genuine consideration to matters arising from Consultation, including an alternative proposal submitted under sub-clause 18.8, and will advise the Affected Employees, the Union and other nominated representatives (if any) in writing of the outcome of Consultation including:

(a) whether the Employer intends to proceed with the change proposal

(b) any amendment to the change proposal arising from Consultation

(c) details of any measures to mitigate or avert the effect of the changes on Affected Employees; and

(d) a summary of how matters that have been raised by Affected Employees, the Union and their representatives, including any alternative proposal, have been taken into account.

18.10 Consultation disputes

Any dispute regarding the obligations under this clause will be dealt under the Dispute Resolution provisions at clause 23 of this Agreement.

19. Central Building Consultative Committee

19.1 Where an employer is proposing to undertake construction of a new or significantly changed work area or areas, including construction of a new facility, the employer will establish a central building consultative committee for the purpose of consulting with HSRs and the Unions.

19.2 The Employer will notify the Unions in writing and invite the Unions to nominate representatives to participate in the central building consultative committee (CBCC). The Employer will make available to the CBCC the information to enable the CBCC to fulfil the intention of this provision.

19.3 The CBCC will be responsible for the consultation process. This will include the design elements of the proposed construction from an occupational health and safety perspective.

19.4 This committee will include representatives from the Employer, HSRs from relevant workplaces, the Unions and other members as relevant, to proactively discuss, review proposals and plans, and provide input for consideration.

19.5 Consultation will include:

(i) the provision of the building plans once the Employer has the capacity to do so; and

(ii) walkthroughs of the site at key stages of development.

19.6 The Employer will notify the Unions of the expected timeline for the events listed in subclause 19.5 as soon as possible to facilitate participation. The Unions will cooperate to ensure such consultation occurs without undue delay to the construction and/or commissioning.

20. Consultation about changes to rosters or hours or work

This clause 20 applies where a change to regular rosters or ordinary hours of work (which may impact upon an employee, particularly in relation to their family and caring responsibilities) does not constitute 'Major Change' in accordance with subclause 18.2(c).

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

(a) notify the relevant employee or employees of the proposed change; and

(b) consult with the relevant employee or employees and their representative/s, if any, about the proposed change as described below.

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

(a) discuss with the relevant employee/s the introduction of the change, and

(b) for the purposes of the discussion, provide to the relevant employee/s (and their representatives if any) all relevant information about the change including:

(i) the nature of the change and when that change is proposed to commence; and

(ii) information about what the Employer reasonable believes will be the effects of the change on the relevant Employees; and

(iii) information about any other matters that the Employer reasonably believes are likely to affect the relevant employees; and

(c) invite the relevant employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).

20.3 The Employer is not required to disclose confidential information to the relevant employees

20.4 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees and consider health and safety impacts including fatigue**.**

20.5 In this term ***relevant employees*** means the Employee or Employees who may be affected by a change referred to in clause 20.1**.**

20.6 The requirement to consult under this clause 20 does not apply to an Employee where the change to an Employee's regular roster or ordinary hours of work is as a consequence of that Employee's irregular, sporadic or unpredictable working hours, self-rostering or, where permitted, a rotating roster.

20.7 The provisions of this clause 20 are to be read in conjunction with the terms of the engagement between the Employer and Employee, and other Agreement provisions concerning the scheduling of work and notice requirements.

21. Redundancy and Associated Entitlements

A former section 97 Employee will not be entitled to the benefit of any entitlement under this clause where the same benefit (however titled) exists within clause 22.

21.1 Arrangement

This clause is arranged as follows:

(a) Arrangement (subclause 21.1),

(b) Definitions (subclause 21.2),

(c) Redeployment (subclause 21.3),

(d) Support to affected Employees (subclause 21.4),

(e) Salary maintenance (subclause 21.6),

(f) Relocation (subclause 21.7),

(g) Employment terminates due to redundancy (subclause 21.8)

(h) Exception to application of Victorian Government's Policy with respect to severance pay (subclause 21.9)

21.2 Definitions

(a) **Affected Employee** for this clause 21 means an Employee whose role will be redundant.

(b) **Comparable Role** means an on-going role that:

(i) is the same occupation as that of the Affected Employee's redundant position or if not, is in an occupation acceptable to the Affected Employee; and

(ii) is any of the following:

(A) In the same clinical specialty as that of the Affected Employee's former position

(B) in a clinical specialty acceptable to the Affected Employee; or

(C) a position that with the reasonable support described at 21.3(g), the Affected Employee could undertake; and

(iii) is the same grade as the affected Employee's redundant position

(iv) takes into account the number of ordinary hours normally worked by the Affected Employee

(v) is a Reasonable Distance from the Affected Employee's current work location

(vi) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and

(vii) takes account of health and safety considerations.

(c) **Consultation** is as defined at clause 18 (Consultation) of this Agreement.

(d) **Continuity of Service** means that the service of the Affected Employee is treated as unbroken and that the cap on the transfer of personal leave at subclause 51.9(b) does not apply. However, continuity of service is not broken where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.

(e) **Reasonable Distance** shall have regard to the Affected Employee's original work location, current home address, capacity of the Affected Employee to travel, additional travelling time, effects on the personal circumstances of the Affected Employee, including family commitments and responsibilities and other matters raised by the Affected Employee, or assistance provided by their Employer.

(f) **Redeployment Period** means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that consultation under clause 18 is complete and that the Redeployment Period has begun.

(g) **Redundancy** means the Employer no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Employer's enterprise.

(h) **Relocation** means an Affected Employee is required to move to a different campus as a result of an organisational change on either a temporary or permanent basis.

(i) **Salary maintenance** means an amount representing the difference between what the Affected Employee was normally paid immediately prior to the Affected Employee's role being made redundant and the amount paid in the Affected Employee's new role following redeployment.

21.3 Redeployment

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

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

The Affected Employee must be advised in writing of:

(i) the date the Affected Employee's role is to be redundant,

(ii) details of the redeployment process,

(iii) the reasonable support that will be provided in accordance with subclause 21.3(g), and

(iv) the Affected Employee's rights and obligations.

(c) **Employer obligations**

The Employer will:

(i) make every effort to redeploy the affected Employee to a Comparable Role in terms of classification, grade and income, including appointing

a case manager to provide the Affected Employee with support and assistance;

(ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities; and

(iii) where the Employer is creating a new role/s substantially similar to the Affected Employee's redundant role; give priority to the redeployment of an Affected Employee/s to the new position/s before considering applicants that are not Affected Employees.

Example: The Employer needs fewer employees to do particular work and roles are being restructured to take this into account. In a 'spill and fill', the Employer will consider the Affected Employees for the new roles before other applicants.

(d) **Employee obligations**

The Employee must actively participate in the redeployment process including by:

(i) identifying appropriate retraining needs

(ii) developing a resume / CV to assist in securing redeployment

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

(e) **Rejecting a Comparable Role**

Where an Affected Employee rejects an offer of redeployment to a comparable role (as defined), the Affected Employee may be ineligible for a departure package referred to at clause 21.8.

(f) **Temporary alternative duties**

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

(g) **Support for redeployment**

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

(i) theory training relevant to the clinical area or environment of the role into which the Affected Employee is to be redeployed

(ii) a defined period of up to 12 weeks in which the Affected Employee works in a supernumerary capacity

(iii) support from educational staff in the clinical environment

(iv) a review at 12 weeks or earlier to determine what, if any, further training is required.

(h) **Where no redeployment available**

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

(i) **Non-Comparable Role**

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

21.4 Support to Affected Employees

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

(i) counselling and support services

(ii) retraining

(iii) preparation of job applications

(iv) interview coaching

(v) time off to attend job interviews; and

(vi) funding of independent financial advice for Employees eligible to receive a separation package.

(b) Other assistance may include but is not limited to career planning.

21.5 Job Search Entitlement

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

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

21.6 Salary Maintenance

(a) **Entitlement to salary maintenance**

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

(i) is a lower grade

(ii) involves working fewer hours; and/or

(iii) removes eligibility for penalties, loadings and the like.

(b) **Period of salary maintenance**

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

(i) accepts another position within the salary maintenance period, and

(ii) is paid in the other position an amount equal to or greater than the role that was made redundant.

(c) **Preservation of accrued leave**

An Affected Employee entitled to salary maintenance will have:

(i) their long service leave and annual leave accruals preserved before redeployment. Specifically, the value of the leave immediately prior to redeployment will not be reduced because of redeployment; and

(ii) their personal leave preserved in hours.

21.7 Relocation

(a) **Employer to advise in writing of relocation**

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

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

(i) ensure the relocation is a Reasonable Distance, unless otherwise agreed

(ii) ensure that the Affected Employee is provided with information on the new location's amenities, layout and local operations prior to the relocation, and

(iii) consult with the Union regarding the content of such information.

(b) **Entitlement to relocation allowance**

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

(c) **Employee to provide written estimate**

The Affected Employee must make written application to the Employer with a written estimate of the additional travelling cost and other expenses for the period of redeployment up to a maximum of 12 months.

(d) **Payment**

(i) The Employer will pay the Affected Employee a relocation allowance, up to $1900.00 based on the written estimate of the Affected Employee referred to at (c) where the Employer accepts that estimate represents the additional cost to the Affected Employee. The allowance shall be paid as a lump sum

(ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance

(iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 23 – Dispute Resolution Procedure.

(e) **Exceptions**

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

(f) **Fixed term Employees not excluded**

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

21.8 Employment terminates due to redundancy

The Victorian Government's policy with respect to public sector redundancy and the entitlements upon termination of employment as a result of redundancy are set out in the Public Sector Industrial Relations Policies 2015. The policy as at the time this Agreement comes into operation applies to Employees but does not form part of this Agreement.

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

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

(i) is within a Reasonable Distance of the work site of the redundant position

(ii) provides Continuity of Service

(iii) where the comparable role results in a loss of income, salary maintenance at subclause 21.6 will apply; and

(iv) where relevant, consistent with the financial and other support provided to an internal redeployee

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

22. Redeployment – former s97 Employees

22.1 An Employee who was a s97 Employee as at 19 December 1997, who transferred to an Employer on or after 19 December 1997 and has been continuously employed by the same Employer since the date of transfer in the same position, and who is redeployed as a result of their position being made redundant to a position having a lower salary than the salary of their former position, must be paid a salary which is not less than the actual salary of the Employee at the date of redeployment adjusted from time to time in accordance with this Agreement and adjusted to reflect each incremental step through the former classification on the anniversary of each increment.

22.2 An Employee covered by this clause must be paid:

(a) for a period of twelve months from the date of transfer a total emolument which is not less than the salary payable immediately prior to the date of transfer and the all-purpose allowances paid to the Employee over the preceding twelve months

(b) for the purposes of this subclause all-purpose allowances means:

(i) Any allowance (other than a higher duties allowance) which an Employee would have been entitled to be paid whilst on recreation leave; and

(ii) Roster and shift allowances paid to the Employee during the twelve months immediately preceding the day of transfer.

22.3 Salary - full-time Employee

The ordinary salary for a full-time Employee shall be their applicable salary in Schedule 2, excluding allowances.

22.4 Hourly rate - full-time Employee

The ordinary hourly rate for a full-time Employee shall be their applicable ordinary weekly salary divided by 38.

22.5 Hourly rate - part-time Employee

The ordinary weekly salary and ordinary hourly rate for a part-time Employee shall be calculated on a pro rata basis of a full-time Employee.

22.6 Disturbance allowance

(a) An Employee who was a s97 Employee as at 19 December 1997, who transferred to an Employer on or after 19 December 1997 and has been continuously employed by the same Employer since the date of transfer in the same position, and who is redeployed as a result of their position being made redundant and is redeployed and who is required to travel to a new work location is entitled to be paid a disturbance allowance in compensation for all disturbance factors, which are not otherwise provided for in this agreement.

(b) No disturbance allowance will be paid if the redeployed Employee is required to travel less than ten kilometres extra per day.

(c) The allowance is paid in the following circumstances:

(i) at a rate of $709 if the Employee is required to travel up to an extra 30 minutes or an extra 30 kilometres per day; and

(ii) at a rate of $709, for each additional 30 minutes or 30 kilometres or part thereof.

(d) An Employee entitled to an allowance under this subclause may, in lieu, elect to be reimbursed all additional travel costs at public transport rates for a period of one year.

(e) A redeployed Employee who is not entitled to the disturbance allowance contained in this Agreement but who is required to pay additional travel costs as a result of relocation is entitled to be reimbursed those additional costs at public transport rates for a period of one year.

(f) The disturbance allowance may be paid only once in compensation for all disturbance factors incurred by the single transfer.

(g) For the avoidance of doubt, the allowances referred to above will not be subject to any increase during the life of this Agreement.

23. Disputes Resolution Procedure

23.1 Resolution of disputes and grievances

(a) For the purpose of this clause 23, a dispute includes a grievance.

(b) This dispute resolution procedure will apply to any dispute arising in relation to:

(i) this Agreement (for the avoidance of doubt, this includes a request for flexible working arrangements or a request for an additional 12 months parental leave); or

(ii) the NES.

(c) A **Party** for the purposes of this clause is the Employee/s or the Employer that are subject to the dispute.

(d) A Party subject to the dispute may choose to be represented at any stage by a representative including a Union or Employer organisation. A representative, including a Union or Employer organisation on behalf of an Employer, may initiate a dispute.

23.2 Obligations

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

(b) While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.

(c) This requirement does not apply where an Employee:

(i) has a reasonable concern about an imminent risk to their health or safety

(ii) has advised the Employer of the concern; and

(iii) has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.

(d) No Party to a dispute or person covered by the Agreement will be prejudiced with respect to the resolution of the dispute by continuing work under this clause.

23.3 Dispute settlement facilitation

(a) Where the chosen representative is another Employee of the Employer, that Employee will be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:

(i) investigating the circumstances of the dispute; and

(ii) participating in the processes to resolve the dispute, including conciliation and arbitration.

(b) An Employee who is a Party to the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

23.4 Discussion of dispute at workplace

(a) The Parties must attempt to resolve the dispute at the workplace as follows:

(i) in the first instance by discussions between the Employee/s and the Employee's line manager or other relevant manager; and

(ii) if the dispute is still unresolved, by discussions between the Employee/s and more senior managers.

Nothing in this clause 23.4 prevents the Parties from agreeing, at any time, to conducting their discussions in writing, subject to clause 23.2.

(b) The discussions at subclause 23.4(a)will take place within fourteen days or such longer period as mutually agreed. Discussions will be in person or, by agreement of the parties, telephone, written or electronic correspondence, save that agreement will not be unreasonably withheld.

(c) Where a Party believes the requirements of this clause 23.4 have not been complied with, they will notify the other of their concern in writing as soon as practicable.

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

23.5 Disputes of a collective character

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

23.6 Conciliation

(a) Where a dispute is referred for conciliation, the Commission member will do everything the member deems right and proper to assist the Parties to settle the dispute

(b) Conciliation before the Commission is complete when:

(i) the Parties to the dispute agree that it is settled; or

(ii) the Commission member conducting the conciliation, either on their own motion or after an application by a Party, is satisfied there is no likelihood that further conciliation will result in settlement within a reasonable period; or

(iii) the Parties to the dispute inform the Commission member there is no likelihood the dispute will be settled and the member does not have substantial reason to refuse to regard conciliation as complete.

23.7 Arbitration

(a) If, when conciliation is complete, the dispute is not settled, either Party may request the Commission proceed to determine the dispute by arbitration.

(b) The Commission member that conciliated the dispute will not arbitrate the dispute if a Party objects to the member doing so.

(c) Subject to subclause 23.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.

(d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

23.8 Conduct of matters before the Commission

(a) Subject to any agreement between the Parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

(b) For the avoidance of doubt, nothing in this clause affects the operation of s.596 of the Act.

24. Alternative Dispute Resolution Procedure

24.1 Application

The Independent Disputes Resolution Industry Panel (**Panel**) is empowered to hear and determine dispute applications regarding the following matters:

(a) A dispute under this Agreement in relation to the classification of an employee; and

(b) Alleged underpayments, where the Employer and Employee agree to have the dispute about an alleged underpayment determined by the Panel.

24.2 Composition and principles of the Panel

(a) The Panel will comprise three persons being:

(i) A nominee of the Union (on behalf of Employees);

(ii) A nominee of the VHIA (on behalf of Employer); and

(iii) an independent chairperson (Chair) agreed by the Unions and the VHIA or, in the absence of agreement, as nominated by the Minister for Health.

Note: The nominee of the Unions or VHIA will be for each matter before the Panel but may be renominated as required.

(b) The Panel Chair shall act as an independent third party in deliberations of the Panel.

(c) A nominee on the Panel does not receive any additional remuneration for their service and must not accept the nomination if it results in a conflict of interest.

(d) The Panel will commence to determine an application made under this clause within 21 days of receiving the application and conclude its deliberations as expeditiously as possible.

(e) The Panel shall act independently of the Unions and the VHIA.

(f) The parties to an application to the Panel bear their own costs (save for the Chair).

(g) The Panel shall be responsible for determining its own procedure, provided that it applies the rules of natural justice and procedural fairness and be consistent with the requirements of clause 23 Disputes Settling Procedure.

(h) The Panel shall apply an inquisitorial procedure, rather than an adversarial one.

(i) The Panel may decide to hear a matter in the workplace. In such cases the employer shall provide a suitable meeting room and other relevant facilities for any date requested by the Panel. The employer will allow the Panel to inspect any work site if the Panel believes this will assist it in determining a matter, subject to any health, safety and privacy considerations. A party to a dispute may request that the Panel hear a matter in a workplace. The Panel will consider such a request and determine for itself the best location for hearing a matter.

(j) In the exercise of its functions, the Panel shall do such things as are necessary to ensure that:

(i) matters are dealt with expeditiously; and

(ii) where possible it does not deal with unnecessarily complex legal arguments in hearing/determining a matter.

(k) Lawyers and paid agents, who are not direct employees of the Unions, VHIA, Department or an employer may not be given permission to appear before the Panel.

(l) A party to a dispute that is being dealt with under this clause shall not make an application to the FWC for it to deal with the same dispute, other than an application made under clause 24.5(k)-24.5(l). Nothing prevents an application to the FWC where the Panel ceases to deal with a dispute without having made a determination.

24.3 Functions of the Panel Chair

(a) The Chair shall perform the following functions:

(i) Chair proceedings of the Panel

(ii) Conciliate matters, by chairing conferences between the employer(s) and/or their representative/s, and the Union; and

(iii) Anything else necessary to give effect to the provisions of this clause.

24.4 Application to Panel to deal with a dispute

(a) Either an Employer or an Employee (or their representatives) may make an application to the Panel regarding a dispute about matters listed at 23.1 only where the Parties have attempted to resolve the dispute at the workplace as described at clause 23.4 of the enterprise agreement.

(b) If the provisions of clause 23.4 (Discussion of dispute at workplace) or Clause 23.2 (Obligations of this Agreement) have not been complied with prior to the application, the Chair will refer the parties back to the workplace to attempt resolution through discussion at the workplace level in the first instance.

(c) For the purpose of this subclause, **an attempt to resolve the dispute** means the exchange and consideration of the documents referred to in sub-clause 24.4(f)(iii) to 24.4(f)(vii).

(d) In the absence of a Position Description, the Employer and Employee will co-operate to ensure a position description is developed within 8 weeks of a request.

(e) The Employer will provide a response to the document referred to 24.4(f)(vi) within 4 weeks of it being received.

(f) To be considered, applications to the Panel under subclause 23.1(a) must include the following:

(i) Name of Applicant and contact details

(ii) Name of Employer representative and contact details

(iii) Current Position Description

(iv) Current classification under the Agreement

(v) Proposed classification under the Agreement

(vi) Proposed classification and rationale (having regard to the classification descriptors within the Agreement)

(vii) The Employer's response to the proposed classification and rationale

The application is to be forwarded to the Employer

(g) Application by an Employee

(i) Before referral to the Panel for determination, the Chair in the first instance shall review the employee's application to determine that the nature of the dispute is within the scope of this clause and therefore able to be determined by the Panel.

(ii) The Chair will notify the employee, The Unions, VHIA and the Employer of their findings with respect to scope.

(iii) If the chair finds the employee's application is not within the scope of this clause the Chair will notify the employee and that their application is not able to be heard by the Panel.

(iv) If the Chair finds the employee's application is within the scope of this clause the Chair will notify the employee that it will be dealt with under this clause.

24.5 Role, procedures and determinations of the Panel

(a) In dealing with an application, the Panel will:

(i) utilise available relevant material

(ii) apply the provisions of the Agreement; and

(iii) in the case of submissions under clause 24.5(f) below consider any materials submitted by or on behalf of the Department.

(b) Subject to the provisions of this clause, proceedings of the Panel shall be conducted as informally as possible and undertaken with all possible expediency.

(c) The Panel may inform itself in any manner it sees fit including, in the case of a classification application, by seeking the views of an expert advisor (who is not an employee of the health service subject of the application) agreed by the Panel to provide clinical expertise in an area of clinical practice relevant to the classification matter under consideration.

(d) The Panel is not bound by the rules or practices as to evidence and may inform itself on any matter it thinks fit. In any event, an employee providing evidence to the Panel will not be subjected to any form of cross examination by any person without limiting the questions the Panel may ask.

(e) The Employer or VHIA and the Employee/s and/or Unions can advocate to the Panel.

(f) At the Panel's discretion, the parties to a matter will present submissions verbally and/or in writing.

(g) The parties to a dispute shall have full, unrestricted access to relevant information, except where the Panel determines that access to material is inappropriate for legal or confidentiality reasons.

(h) An employee, including a Union representative, who is involved in a matter being heard by the Panel shall be allowed time off from their normal duties and paid their normal wages for time attending.

(i) The Panel will determine applications by majority, with written reasons to be prepared by the Chair (including any dissenting decision or a summary of any dissenting decision) and provided to the parties.

(j) No decision shall be regarded as a precedent.

(k) A determination of the Panel will be considered binding unless either the Union or VHIA make an application to have the determination reviewed by the Commission within 14 days of receiving written determination.

(l) An application to the Commission will include the application, determination, written reasons and supporting material.

(m) Where applicable, the Commission will be assisted by the Chairperson, who will explain their recommendation, the application and supporting material, and inform the Commission of the position of the Union and the VHIA.

(n) Where applicable, the Commission will adopt an inquisitorial procedure (rather than an adversarial procedure) and will in effect stand in the shoes of the Panel and determine whether the Panel decision under review was properly reached and may substitute or uphold the existing determination. Any determination under this clause will be final and binding upon the parties and will not be subject to an appeal of the Full Bench.

24.6 Additional Role of the Chair in considering matters affecting an Employer's funding

(a) The unions and the VHIA recognise that the Victorian Government, represented by the Department of Health, has a right to have its funding interests heard and considered in decisions of the Panel.

(b) The interests of the Victorian Government represented by the Department include significant funding, policy and service delivery considerations and implications.

24.7 Materials to be provided to the Panel

(a) A Party shall provide all relevant material to the Panel and the other Party as soon as practicable. Relevant material may include the following:

(i) Staffing/EFT levels and profiles

(ii) position descriptions

(iii) rosters

(iv) proposed and/or actual professional reporting lines for/to the proposed position/s

(v) records relating to an application (for example: leave backfill, vacancies, absenteeism and leave accruals)

(vi) organisational structure

24.8 Notification of Panel determinations

(a) The Chair will notify the Unions, Employer and Employee, where applicable, of the Panel's determination with respect to an application in writing within 14 days of the decision.

(b) In the case of an application for a reclassification the determined grade will apply from the date of the application.

(c) Until the determination of the Panel, the existing grade (where relevant) will continue to apply.

(d) In the case of an application for a reclassification, where the Panel or, on review, the Commission determines that a lower classification applies, the Employee will have their current salary maintained.

24.9 Employee Release from normal duty

(a) An Employee who is involved in a dispute before the Panel, including a Union nominee, will be released by the Employer with pay from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

(b) For the purposes of this clause ‘pay’ shall include shift allowances and any other payment the employee or Union nominee would have received had they not been released from duty as described above.

24.10 Withdrawal of application

(a) The notifier of a dispute to the Panel may withdraw their application at any time.

(b) Any notice of withdrawal of a matter shall be in writing.

25. Managing Conduct and Performance

25.1 Application

(a) Except as provided at clause 25.1(e) where an Employer has concerns about:

(i) the Conduct of an Employee, or

(ii) a performance issue that may constitute Misconduct,

the following procedure will apply.

(b) There are two steps in a disciplinary process under this clause as follows:

(i) investigative, and

(ii) disciplinary.

(c) An Employee will be provided a reasonable opportunity to be represented at any time (including by a Union) with respect to all matters set out in this clause.

(d) The Employer will notify the Employee in accordance with sub-clause 25.3(b) as soon as practicable following the Employer becoming aware of the alleged concerns at sub-clause 25.1(a).

(e) **Exception - Employees who have not completed a minimum period of employment with their Employer**

Where an Employee has not completed a period of employment with their Employer of at least the minimum employment period defined at s.383 of the Act and the Employer is considering the termination of the Employee's employment, the Employer will:

(i) provide the concerns in writing to the Employee as soon as practicable following the Employer becoming aware of the alleged concerns

(ii) advise the Employee of their right to have a representative, including a Union representative

(iii) other than in the case of Serious Misconduct, provide the Employee an opportunity to improve their Performance or Conduct

(iv) meet with the Employee (and, where relevant, their representative); and

(v) consider any explanation by the Employee including any matters raised in mitigation before making a decision to terminate the employment.

The terms of clause 25.3 to 25.5 inclusive do not apply to Employees within the scope of the exception in this clause 25.1(e).

25.2 Definitions

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

(b) **Misconduct** means an Employee’s intentional or negligent failure to abide by or adhere to the standards of conduct expected by the Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer, the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.

(c) **Performance** means the manner in which the Employee fulfils their job requirements. The level of performance is determined by reference to an Employee’s knowledge, skills, qualifications, abilities and the requirements of the role.

(d) **Serious Misconduct** is as defined under the Act and is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:

(i) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment

(ii) conduct that causes serious and imminent risk to:

(A) the health or safety of a person; or

(B) the reputation, viability or profitability of the Employer's business.

Conduct that is serious misconduct includes each of the following:

(iii) the Employee, in the course of the Employee's employment, engaging in:

(A) theft; or

(B) fraud; or

(C) assault; or

(D) sexual harassment.

(iv) the Employee being intoxicated at work

(v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

(e) Subclauses 25.2(d)(iii) - 25.2(d)(v) do not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

25.3 Investigative procedure

(a) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding Conduct or Performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness and natural justice

(b) The Employer will:

(i) advise the Employee of the concerns and allegations in writing

(ii) provide the Employee with any material which forms the basis of the concerns, including statements (if any) it has at the time, before seeking a response

(iii) ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond

(iv) advise the Employee of their right to have a representative, including a Union representative

(v) ensure that the reason for any interview is explained

(vi) take reasonable steps to investigate the Employee's response.

(c) Where the Employer has complied with subclause 25.3(b)(i) - (vi) and the Employee does not dispute the concerns, the Employee may opt to decline the opportunity to be interviewed.

(d) Where the Employee opts to decline the opportunity to be interviewed, the Employee may still raise matters under clause 25.4(c) including matters in mitigation if a disciplinary procedure (see clause 25) is proposed.

25.4 Procedure to address poor Performance or Misconduct

(a) The procedure applies if, following the investigation, the Employer reasonably considers that the Employee's Conduct or Performance may warrant disciplinary steps being taken.

(b) The Employer will:

(i) notify the Employee in writing of the outcome of the investigation process, including the basis of any conclusion; and

(ii) provide the Employee with a reasonable opportunity to provide information about the matters in (c).

(c) In considering whether to take disciplinary action, the Employer will consider:

(i) whether there is a valid reason related to the Conduct or Performance of the Employee arising from the investigation justifying disciplinary action;

(ii) whether the Employee knew or ought to have known that the Conduct or Performance was below acceptable standards; and

(iii) any explanation by the Employee relating to Conduct including any matters raised in mitigation.

(d) The Employer will ensure that any disciplinary action being considered under subclause 25.5(a) below and arising from an investigation relating to the professional conduct of a registered professional, will be informed by someone with a thorough understanding of applicable professional standards of practice issued by the Australian professional registration body.

25.5 Possible outcomes

(a) Where it is determined that after following the procedures in this clause 25 that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the Conduct or Performance and the steps shall be recorded on the Employee's personnel file:

(i) where the Performance or Conduct issue does not constitute Serious Misconduct:

(A) counsel the Employee

(B) give the Employee a first written warning

(C) give the Employee a second written warning in the event the Employee has previously been given a first warning within the previous 12 months for that course of Conduct

(D) give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 18-month period for that course of conduct; or

(E) terminate the Employee's employment on notice in the case of an employee who repeats a course of conduct for which a final warning was given in the preceding 18 months; or

(ii) Where the Performance or Conduct does constitute Serious Misconduct:

(A) terminate the Employee's employment without notice; or

(B) alternatively, issue the Employee with a final warning without following the steps in subclause 25.5(a)(i) above.

(b) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.

(c) If after any warning or counselling, a period of 12- or 18-months elapses (as relevant) without the Employee repeating a course of conduct for which the preceding warning or counselling was given, the Employer cannot rely on the preceding warning or counselling for the purpose of issuing a further warning.

25.6 Performance Management

(a) Nothing in this clause 25 will prevent the Employer from undertaking performance management to support Employees.

(b) In this clause 25, **performance management** includes reasonable actions to address performance by identifying performance deficits, the Employer's expected outcomes and performance measures, and strategies to meet those measures including the provision of support and education the Employee may reasonably require. Performance management measures may be included in a performance improvement plan that seeks to address the identified deficits and/or describe the matters which require improvement within a time period that is reasonable in the circumstances.

(c) In this clause 25, performance management does not include sanctions in addition to those set out at clause 25.5 above.

25.7 Disputes

(a) A dispute over this clause 25 is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement (clause 23).

SECTION 1 | PART C: TYPES OF EMPLOYMENT AND END OF EMPLOYMENT

26. Modes of Employment

26.1 Full-time Employment

(a) A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours as per clauses 117, 159, 201 and 230 (Hours of Work).

(b) A full-time Employee who is ready, willing and able to work full-time hours will be paid the weekly salary appropriate to the Employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 per week.

26.2 Part-time Employment

(a) A part-time Employee is one who is engaged to work less than an average of 38 hours per week.

(b) The number of hours worked by a part-time Employee may vary from week to week by mutual agreement.

(c) A part-time Employee will be paid an hourly rate equal to 1/38th of the weekly salary for the Employee's classification. Payments for shift work (clauses 106, 114, 195, 214 and 225), for Saturday and Sunday (clauses 113, 168, 213 and 239) and public holiday work (clause 57) also apply to part-time Employees.

(d) Where a part-time Employee has an entitlement to leave under this Agreement, the part-time Employee will be paid according to the number of hours the Employee would have worked on the day/s on which the leave was taken.

(e) Notwithstanding the above, a part-time MHO employed on a regular basis for four hours or less per week shall be paid in accordance with clause 26.3.

(f) Where a full-time Employee converts from full-time to part-time, the Employer shall not reduce the total EFT of the Employee's workplace as a result of the conversion to part-time.

(g) This sub-clause only applies to Part-time hours for Allied Health Professionals and Support Services (excluding Lived Experience Workers and Management & Administrative Workers at Grade 5 or above)

Before commencing employment, the Employer and Employee will agree in writing on a regular pattern of work including the:

(i) Number of hours to be worked each week;

(ii) Days of the week the employee will work; and

(iii) Starting and finishing times each day.

The terms agreed may be varied by agreement and recorded in writing.

26.3 Converting from Full-Time Employment to Part-time Employment

(a) A full time Employee may, by agreement with the Employer, convert to part time arrangements.

(b) Where a full time Employee converts from full time to part time, the Employer shall not reduce the total EFT of the Employee's workplace as a result of the conversion to part time.

26.4 Casual Employment

(a) The persons covered by this Agreement confirm their commitment to maximise full time and part time employment and agree that the engagement of casual

Employees shall, subject to clause 137.13 (Section 2 - Registered Psychiatric Nurses/Enrolled Nurses & MHO's, Part H: Classification & Staffing) be only in response to unplanned circumstances (without intending to be exhaustive, such as filling of gaps in rosters caused by sick leave or other unpredictable absences). Casual employment is not to be used in circumstances where the work undertaken is of an ongoing and predictable nature. It will be the aim to utilise existing Employees for unplanned absences where practicable.

(b) A casual Employee:

(i) is an Employee who:

(A) is made an offer of employment on the basis that the Employer makes no firm advance commitment to continuing and indefinite work (e.g. relief such as replacing an employee on an unplanned absence); and

(B) accepts the offer of employment on that basis

(C) is paid in accordance with sub-clause 26.4(e) and (f) of this Agreement; and

(D) is an Employee as a result of that acceptance.

(c) When determining whether an Employer has made an offer of employment in accordance with subclause 26.4(b)(i)(A), regard is to be had to the Act which presently provides for consideration of the following indicia:

(i) the "real substance, practical reality and a true nature of the employment relationship", including whether a firm advanced commitment has arisen by reason of:

(ii) the Employee's contract of employment; or

(iii) a mutual understanding or expectation that has arisen between the Employer and the Employee (not rising to the level of a term of that contract or to a variation of any such term); and

(iv) having regard to, but not limited to, the following considerations (which may indicate the presence, rather than absence, of such a commitment):

(v) whether there is an inability of the Employer to elect to offer, or not offer, work to the Employee;

(vi) whether there is an ability of the Employee to elect to accept or reject work (and whether this occurs in practice);

(vii) whether, having regard to the nature of the Employer's enterprise, it is reasonably likely that there will be future availability of continuing work in that enterprise of the kind usually performed by the Employee

(viii) whether there are full-time Employees or part-time Employees performing the same kind of work in the Employer's enterprise that is usually performed by the Employee; and

(ix) whether there is a regular pattern of work for the Employee.

(d) A casual Employee’s engagement is terminable without prior notice by either party subject to the applicable minimum engagement clauses 204 and 232.

(e) A casual Nurse or MHO Employee will be paid an hourly rate equal to 1/38th of the weekly salary for the Employee’s classification plus 25% for ordinary hours worked during the week. Payments for shift work (clause 114), weekend work (clause 113) and public holiday work (clause 57) also apply to casual Employees.

(f) For Employees under Section 3, 4 and 5 of this Agreement a casual Employee shall be paid for all work done on a weekdays an amount equal to 1/38th of the

weekly wage appropriate to the Employees classification per hour plus 25% and for all work done Saturday, Sundays and Public Holidays an amount equal to 1/38th of the weekly wage appropriate to the Employees classification per hour plus 75%.

(g) Except where expressly excluded, a casual Employee will be entitled to receive the allowances prescribed by Section 1, Part E of this Agreement.

(h) A casual Employee will not be entitled to the following provisions of the agreement:

(i) annual leave (clause 54)

(ii) purchased leave (clause 71)

(iii) paid personal leave (clause 51)

(iv) paid compassionate leave (clause 63)

(v) long service leave – Health Professionals (Note: State LSL Act applies) (clause 66)

(vi) professional development leave (clauses 133.1, 133.2 and 173) other than clause 133.8 (mandatory training) which does apply to casual Employees;

(vii) study leave (clauses 134.3, 175, 176, 215 and 241)

(viii) examination leave (clauses 135, 174 and 242)

(ix) rosters (clauses 127.8 and 210.4 and 233)

(x) notice period before termination

(xi) absences on defence leave (clause 59)

(xii) special disaster leave (clause 60)

(i) A casual Employee is entitled to the following:

(i) unpaid personal leave for carer's responsibilities (clause 53)

(ii) unpaid compassionate leave (clause 63)

(iii) parental leave (clause 70) subject to the eligibility requirements of that clause

(iv) Paid and unpaid family and domestic violence leave (clause 64)

(v) Paid and unpaid cultural and ceremonial leave (clause 62)

(vi) Unpaid gender affirmation leave

(vii) Unpaid pre-adoption leave (clause 67); and

(viii) All other applicable terms of the Agreement

(j) In terms of Employees covered by Section 2 of the Agreement, any casual replacement shift shall be of the same shift length as the shift that is being replaced. Additional casual Employees for unexpected periods of peak workload may be of shorter duration.

(k) Further to clause 26.4(j), it is acknowledged that in the event of logistical difficulties such as late notification of personal leave or genuine inability to obtain an agency/bank nurse for a full shift replacement then the full shift replacement may not be able to occur.

(l) A casual Employee may convert to a full time or part time Employee in accordance with clause 27 below.

26.5 Fixed Term Employment

(a) A Fixed term Employee is an Employee who is employed:

(i) for a specified period of time, which period is known at the commencement of the contract, or

(ii) for a specified task such as a project or replacement of an absent employee; or

(iii) for a fixed period.

(b) Subject to 26.6 fixed term employment will not be used to fill an ongoing position.

26.6 Limitations on the use of fixed term contracts

(a) Subject to subclause 26.6(b) the following limitations apply to the use of fixed term contracts:

(i) the fixed term contract will not be for an employment term of longer than 2 years, including any extensions or renewals

(ii) a fixed term contract will not include an option to extend or renew the Employee's employment more than once, or extend or renew such that employment period would be longer than 2 years; and

(iii) the Employer will not offer an Employee a fixed term contract if it is to come into effect after another contract of employment if:

(A) the previous contract included a term that provided the contract would terminate at the end of an identifiable period

(B) under the previous contract, the Employee was to perform the same, or substantially similar work to that which they are or would be required to work under the new contract; and

(C) at least one of the following applies:

1) the previous contract contained an option to extend, and the contract was extended; or

2) the total employment period will now be more than 2 years; or

3) the new contract contains an option to renew or extend; or

4) the previous contract came into effect after another contract which specified termination at the end of an identifiable period, there was substantial continuity in the employment relationship during the period of the initial contract termination and the previous contract taking effect.

(b) The limitations at 26.6(a) do not apply where:

(i) the Employee is working on a specific task requiring specialised skills not usually available through Employees of the Employer; or

(ii) the Employee's engagement is for the duration of a training arrangement; or

(iii) the Employee is performing essential work during a peak demand period; or

(iv) the Employee is working during emergency circumstances or replacing another Employee who is temporarily absent; or

(v) the Employee's income is above the high-income threshold (which is provided for in the Act); or

(vi) the Employee's position is partially or fully funded by government funding, which has been granted for a set period which is more than 2 years but is unlikely to be renewed

(vii) the contract relates to a governance position that has a relevant time limit

(viii) a modern award that covers the Employee otherwise allows for the use of a Fixed Term Contract; or

(ix) the contract is of a kind prescribed by the FW Regulations.

(c) Examples of where fixed term employment may be appropriate include:

(i) RUSON positions

(ii) Graduate positions

(iii) Post Graduate training positions

(iv) Long term WorkCover replacement

(v) Special Projects

(vi) Positions created through identifiable funding external to the Employer not being funding that is part of an operating grant from government; and

(vii) Backfill including for extended leave (such as Parental Leave and Long Service Leave) and to support flexible working arrangements

(viii) Aboriginal Traineeship

(ix) Aboriginal Cadetship

(x) Pre-Qualification Health Professional Students

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

26.7 If an Employer and Employee enter into a fixed term contract which is not permitted under this Agreement, the term of the contract that provides that it will terminate at the end of an identifiable period is taken to have no effect, and the validity of the contract will otherwise not be affected.

26.8 General features of fixed term contracts

(a) An Employee who continues working in the same role for the Employer following the expiry date of a fixed term contract, may, in accordance with the Act, be deemed a permanent Employee.

(b) An Employer must specify the rationale for fixed term employment, in the Employee's Letter of Appointment.

(c) An Employee may terminate the fixed term employment by the giving of notice in accordance with clause 28 of this Agreement. No notice is required when the contract reaches its expiry date.

(d) An Employer may terminate a fixed term Employee in accordance with clause 25 or clause 31.

27. Casual Conversion

27.1 A person engaged as a casual employee (as defined under the Act) may, where applicable, request that their employment be converted to full time or part time employment in accordance with the Act. An Employer will consider and respond to any such request in accordance with its obligations under the Act.

28. Employment Checks

28.1 Definition

In this clause, Check means a valid:

(a) Police check/ certificate
(b) Working with Children Check, and/or
(c) NDIS Worker Screening Check.

28.2 Requirement to obtain a check

Where an Employee is required by legislation to possess a Check, it is a condition of the Employee's employment that they are required to obtain and maintain their own Check. From 1 July 2025, in circumstances where an Employer requires an Employee to possess a Check where it is not required by legislation, the cost shall be borne by the Employer.

28.3 Dispute

In the event of a dispute as to whether an Employee is required by legislation to possess a Check, it will be resolved in accordance with clause 23 (Dispute Resolution Procedure).

29. Employee Retention

29.1 An Employer and Employee may agree to the following arrangements to assist in the retention of an Employee. Any of the agreed arrangements below must be established in writing and provided by the Employer to the Employee.

(a) An Employer and Employee may agree to allow an Employee to establish an agreed record of accrued long service leave (in hours) that will be preserved and remain available to an Employee should the Employee and the Employer agree that the Employee convert their mode of employment from full time to part time employment to enable retention. This may include an Employee participating in a transition to retirement arrangement in accordance with Clause 30 Transition to Retirement.

(b) An Employer and Employee may agree to allow an Employee to access additional Purchased leave up to a maximum of 8 weeks in total per calendar year to enable retention. The Purchase leave agreements at clause 71 will be followed.

(c) An Employer and Employee may agree to allow an Employee to transfer to an alternative work location to facilitate retention.

29.2 Retention – Community Rotation

(a) A senior clinician working in an acute unit, may request a 3-to 6-month rotation to a Mental Health community team. The purpose of this rotation is to retain senior staff, and to further develop skills by working with people who are not in the acute stage.

(b) A senior clinician working in a Mental Health Community Team may request a 3-to 6-month rotation to an Acute Inpatient Unit.

(c) The rotation is available to senior staff at the level of grade 3 or above.

(d) The request at 29.2(a) to 29.2(b) must be in writing and not be unreasonably refused by the Employer

(e) An Employee will be classified in accordance with the work being undertaken.

(f) No position shall be downgraded as a consequence of this clause

29.3 Converting From Full-time to Part-time Employment

(a) A full-time Employee may, by agreement with the Employer, convert to part-time employment arrangements.

(b) The Employer must not unreasonably withhold agreement to an application for part-time employment by a full-time Employee.

(c) Where a full-time Employee converts from full-time to part-time, the Employer shall not reduce the total EFT of the Employee's workplace as a result of the conversion to part-time.

29.4 Any such agreement shall be established in writing and provided to the Employee by the Employer.

29.5 Leave on Half Pay

Subject to operational and service delivery requirements, Employees shall have the option to take all leave entitlements at double the time at half pay.

29.6 Leave Without Pay

(a) The Employer may on application of an Employee grant leave without pay for specified periods for any genuine reason. Without limiting the scope of approvals, the following are examples of genuine reasons:

(i) professional development/study;

(ii) career opportunities;

(iii) health and family reasons;

(iv) other purposes as agreed between the Employer and Employee.

(b) The Employer and Employee may agree to allow an Employee to transfer to an alternative work location to facilitate retention.

30. Transition to Retirement

30.1 An Employee may advise their Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.

30.2 Transition to retirement arrangements may be proposed and, where agreed, implemented as:

(a) a flexible working arrangement (see clause 89 Flexible Working Arrangements);

(b) in writing between the parties; or

(c) any combination of the above.

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

(a) a reduction in their EFT

(b) a job share arrangement; or

(c) working in a position at a lower classification or rate of pay.

30.4 The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement.

(a) to use accrued Long Service Leave (**LSL**) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or

(b) that will facilitate an Employee's finishing date as being at the conclusion of any amount of accrued annual leave or LSL the Employee seeks to take where the Employee provides a definite finishing date; or

(c) to be appointed to a role which that has a lower hourly rate of pay or reduced hours (post transition role), in which case:

(v) the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and

(vi) where LSL is taken or paid out in lieu of termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.

31. Termination of Employment

31.1 Notice Period/Payment in Lieu

(a) An Employer may terminate the employment of an Employee by providing 4 weeks' notice in writing.

(b) The notice required by sub-clause 31.1(a) will be increased by 1 week if the Employee is over 45 years of age and has completed more than 2 years of continuous service.

(c) Continuous service for the purpose of this clause has the same meaning as it does under clause 66 (Long Service Leave) and will include prior continuous service preceding a transfer of business, except in respect of any period of continuous service for which notice has already been given or paid.

(d) An Employer may make payment in lieu of notice for part or all of the notice period. The payment in lieu of notice must equal or exceed the total of all amounts that the Employer would have paid had the Employee's employment continued until the end of the required notice period. That payment must be calculated on the basis of:

(i) the Employee's ordinary hours of work (even if not standard hours);

(ii) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and

(iii) any other amounts payable under the Employee's contract of employment.

(e) An Employee may terminate their employment by providing 4 weeks' notice to the Employer in writing. Subject to additional financial obligations imposed on the Employer by any legislation, if an Employee fails to give the required notice and the Employer had not agreed to a shorter notice period, the Employer has a right to deduct no more than one week's wage due to the Employee provided that the deduction is not unreasonable in the circumstances.

31.2 Sub-clauses 31.1 and 31.3 above do not affect an Employer's right to terminate any Employee without notice for serious misconduct.

31.3 Sub-clause 31.1 - above of this Agreement does not apply:

(a) to an Employee engaged under a fixed term contract

(b) Employees engaged for a specific period of time or for a specific task or tasks

(c) **t**rainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

(d) casual employees.

31.4 Time off work during notice period

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

31.5 Certificate of Service on termination

A certificate of service including the information at Schedule 9 will be provided to the Employee wherever practicable within 14 days of the date of termination including where a full-time or part-time Employee terminates employment and becomes a casual Employee.

31.6 Return of Property

(a) Employees, on cessation of their employment, must return to their Employer the Employer's property.

(b) An Employee who is provided any property by their Employer at or after the time of their starting employment, may be required to complete a document provided by that Employer that outlines:

(i) The details and dollar value of the property as at the time provided

(ii) That the item at all times remains the property of the Employer

(iii) That the Employee agrees to return the provided property to the Employer on cessation of their Employment; and

(iv) That should the provided property not be returned at the cessation of employment, the Employer reserves the right to seek to recover the value of the property.

SECTION 1 | PART D: WAGES AND RELATED MATTERS

32. Payment of Wages, Allowances, Employee Records and Related Matters

32.1 Wages and allowances

The weekly wage rates and allowance rates provided for by this Agreement are set out in Schedule 2, including applicable increases.

32.2 Overlapping Pay Points Between Grades

Where an Employee moves from one grade to a higher grade and the pay rates are less, the Employee will be paid at the next yearly increment level upon appointment to the new grade.

For example, where a RPN 2 Advanced/Psych Clinical Specialist moves to an RPN 3 they will commence at the Year 2 rate.

32.3 Payment of wages

(a) Each Employee's wages will be paid fortnightly into the Employee's nominated account by electronic funds transfer, or other method determined by mutual agreement, and no later than Thursday following the end of the pay period.

Delays in processing pay

(b) Subject to clauses 32.3(c) and 32.4, if an Employee is kept waiting for longer than the close of business on the business day following notification by the Employee to Payroll of an underpayment or non-payment under clauses 32.3(c)or 32.4, the Employee will be paid overtime rates for the duration of the period until such moneys owing are paid with a minimum payment of two hours and a maximum payment of seven hours and 36 minutes per day.

(c) Clause 32.3 operates subject to:

(i) the underpayment is 5% or more of the remuneration owed under clauses 32.3(a)or 32.7.

(ii) except in cases of hardship, amounts less than 5% will be processed in the Employee’s next pay period.

(d) where the Employee notifies the Employer of hardship in respect of an amount owing of less than 5%, the Employer will make its best endeavours to make the payment owing as soon as possible.

(e) the Employer will notify the Employee of the adjustment being processed and provide the date of payment and any payment identification details

(f) the Employer has fulfilled their obligations under clause 32.3 if payment has been processed by close of business on the next business day following notification by the Employee of an underpayment as described in clause 32.3(c)(i)

(g) it is both parties’ obligation to complete and forward the timesheet for processing in accordance with the internal processes.

(h) Where an underpayment or non-payment arises as a result of Employee error the penalty under clause 32.3 does not apply. However, upon notification, the Employer will make its best endeavours to make the payment owing as soon as possible.

32.4 Clause 32.3 will not come into effect if any unforeseen event or circumstance outside the control of the Employer frustrates the Employer's ability to meet the requirements of this clause.

32.5 Employee Records

(a) Payslip

(i) The Act and FW Regulations set out an Employer's obligations with respect to pay slips, including but not limited to a requirement to specify in writing:

(A) the period to which the pay slip relates

(B) the amount of wages to which the Employee is entitled

(C) if an amount was deducted from the gross amount of the payment, the name or the name and number of the fund or account into which the deduction was paid; and

(D) the net amount for each payment.

(b) To the extent reasonably practicable, payslips will record an Employee's accrued annual leave and personal leave.

(c) Employee Records

(i) The Act and FW Regulations set out an Employer's obligations with respect to record keeping including but not limited to:

(A) a requirement to keep a record that sets out any leave the employee takes and the balance (if any) of the employee's entitlement to that leave from time to time

(B) the inspection and copying of an employee record by the employee or former employee to whom the record relates

(C) the requirement to keep accurate employee records.

(d) Copying and Inspection of Record

After receiving a request from an Employee (or former Employee) for a copy or inspection of their Employee record, the Employer must:

(i) If the Employee record is kept at the premises (including electronically) (where available)) at which the Employee works:

(A) Make the copy available to the Employee at the premises within 3 business days, or
(B) Post a copy to the Employee within 14 days after receiving the request, or
(C) Provide a copy electronically to the Employee upon request, where available.

(ii) If the Employee record is not kept at the premises at which the Employee works, as soon as practicable after receiving the request:

(A) Make the copy available to the Employee at the premises; or
(B) Post a copy of the Employee record to the Employee or former Employee; or
(C) Provide a copy electronically to the Employee upon request, where available.

(e) For the purpose of this clause, an Employee record includes:

(A) Any documents or information prescribed by the Act or the FW Regulations

(B) Any leave that the Employee takes; and
(C) The balance (if any) of the Employee's entitlement to that leave from time to time.

32.6 Overpayments

(a) In all cases where an overpayment of salary/entitlements has occurred, the Employer shall advise the Employee concerned and provide documentary evidence of the circumstances surrounding the claimed overpayment and the amount involved as soon as possible.

(b) Once the Employee has received written details of the overpayment, the Employer and the Employee will meet to discuss the claimed overpayment with the aim of reaching an agreement about the alleged overpayment.

(c) Where requested by the Employee, the Employer shall provide a full audit of the Employee's payroll record.

(d) Once agreement has been reached that an overpayment has occurred, the Employer and the Employee will agree in writing upon a scheme of repayment having regard to the Employee's personal circumstances.

(e) The Employee has the option to repay the overpayment in cash, through a deduction from salary or through another mutually agreed process.

(f) Where an Employee's remaining period of service does not permit the full recovery of any overpayment to be achieved in accordance with the agreed repayment arrangements, the Employer shall have the right to deduct any balance of such overpayment from monies owing to the Employee on the Employee's date of termination, resignation or retirement, as the case may be.

(g) Where the circumstances make it appropriate, the Employer may exercise discretion not to pursue recovery of overpayments.

(h) Where agreement cannot be reached on any of the matters contained in this clause, the Employee may invoke the Dispute Settling Procedures of the Agreement and no repayment will be commenced until the matter is resolved.

32.7 Payment on termination

(a) When an Employee's employment has been terminated by the Employer with notice, payment of all wages and other monies owing to an Employee will be made to the Employee on or before the final day of work of the Employee.

(b) Where the Employer terminates the Employee's employment without notice, payment of all wages and other monies owing to the Employee will made to the Employee within two business days.

(c) When notice of termination of employment has been given by an Employee, payment of all wages and other monies owing to an Employee will be made as soon as practicable but not later than the ordinary pay day following the end of employment.

32.8 Biometric Timekeeping

Where an Employer has or introduces biometric timekeeping, the Employer will give consideration to an Employee with genuine difficulties in complying with a requirement to utilise biometric technology to mitigate or avert the impact on that Employee.

33. Mental Health Alignment Payment

33.1 On or after the first full pay period on commencement of this Agreement, all staff covered by this Agreement will be paid a once off Alignment payment equivalent to wages prescribed under the Mental Health Agreement for their relevant

classification, work schedule and EFT from FFPPOOA 20 May 2025 to FFPPOOA 1 November 2025 and excluding wages already received in the same period.

33.2 The payment includes payments of base rate, overtime, penalties and allowances.

33.3 Superannuation is payable on the payment

33.4 This clause applies to permanent Employees and casual Employees.

34. Compensation Make-up Pay

Note: This clause was previously titled Accident Make-Up Pay.

34.1 Entitlement to compensation make-up pay

An Employee receiving compensation for incapacity under the WIRC Act will be entitled to compensation make up pay from the Employer who is liable to pay compensation in accordance with this clause (including pro rata for any part of the week).

34.2 Definitions

(a) **Compensation make-up pay** means:

(i) In the case of an Employee with no current work capacity, a payment equal to the Scheme-determined Pre-Injury Average Weekly Earnings, less the amount of weekly compensation.

(ii) In the case of an Employee with a current work capacity, a payment equal to the Scheme-determined Pre-Injury Average Weekly Earnings less the amount of weekly compensation and less the average amount the Employee is earning in suitable employment.

(b) **Injury** under this clause has the same meaning as workers' compensation legislation and includes a disease contracted by an Employee in the course of the Employee's employment.

(c) **Scheme-determined Pre-Injury Average Weekly Earnings (or PIAWE)** is the amount determined by the WorkCover Agent or WorkSafe Victoria under the WIRC Act to be the Employee's PIAWE for the purposes of the claim.

34.3 Maximum payment

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

34.4 Compensation make-up pay will not apply in some circumstances

Compensation make-up pay in accordance with this clause will not apply:

(a) in respect of any injury during the first five days of incapacity, except where the Employee contracts an infectious disease for which the Employee is entitled to receive worker compensation in which case compensation make-up pay will apply from the first day of the incapacity

(b) to any incapacity occurring during the first two weeks of employment unless that incapacity continues beyond the first two weeks in which case Compensation make-up pay will apply only to the period of incapacity after the first two weeks; or

(c) during any period when the Employee fails to comply with the requirements of the WIRC Act with regard to examination be a medical practitioner

(d) where the Injury for which the Employee is receiving weekly compensation payments is a pre-existing Injury that work has contributed to by way of recurrence, aggravation, acceleration, exacerbation or deterioration, and the Employee failed to disclose the Injury on engagement:

(i) following a request to do so by the Employer

(ii) the Employer providing the Employee details of the requirements of the position; and

(iii) where the Employee knew, or ought to have known, that the nature of the Injury may impact on the ability of the Employee to undertake the work.

(e) where in accordance with the WIRC Act, a medical practitioner provides information to an Employer of an Employee's fitness for work or specifies work for which an Employee has a capacity and that work is made available by an Employer but not commenced by an Employee

(f) when the claim has been ceased or redeemed in accordance with the WIRC Act; or

(g) in respect of any paid leave of absence.

34.5 Reduction of compensation

Where an Employee receives a weekly payment under this clause and subsequently that payment is reduced pursuant to the WIRC Act, that reduction will not render the Employer liable to increase the amount of Compensation make-up pay in respect of that injury.

34.6 Termination of Employment

(a) **Termination of Employment by the Employee**

Compensation make-up pay ceases where the Employee terminates their employment except:

(i) if an Employee with partial incapacity cannot obtain suitable employment from the Employer but such alternative employment is available with another Employer; and

(ii) the Employee, if required, provides evidence to the Employer of the continuing payment of weekly compensation payments.

(b) **Termination of Employment by the Employer**

An entitlement to Compensation make-up pay does not cease on termination where the Employer terminates the Employee's employment, except where the termination is for serious and wilful misconduct.

34.7 Civil damage claims

(a) An Employee receiving or who received Compensation make-up pay must advise the Employer of any action or claim the Employee may institute for damages. If requested, the Employee will provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgment or settlement on that injury.

(b) Where an Employee obtains a judgment or settlement for damages in respect of an Injury for which the Employee received Compensation make-up pay, the Employer's liability to pay Compensation make-up pay ceases from the date of such judgment or settlement where the damages are not reduced (in whole or part) by the Compensation make-up pay paid by the Employer. Where damages from a judgment or settlement are not reduced to take into account Compensation make-up pay paid by the Employer (in whole or part), the Employee must repay the Employer the Compensation make-up pay to the extent the damages were not reduced.

(c) Where an Employee obtains a judgment or settlement for damages against a person other than the Employer in respect of an Injury for which the Employee received Compensation make-up pay, the Employer's liability to pay Compensation make-up pay will cease from the date of such judgment or settlement where the damages are not reduced (in whole or part) by the amount of Compensation make-up pay made by the Employer. The Employee must pay to

their Employer any amount of Compensation make-up pay already received in respect of that Injury by which the judgment or settlement has not been so reduced.

34.8 Supplementary Accident Make Up Pay

Employees who as at 19 December 1997 were Employees of the Department and eligible for a commuted allowance shall while on paid accident compensation leave, continue to receive commuted allowance up to a maximum period of 26 weeks or an aggregate period of 131 days from the date of the injury.

35. Salary Packaging

35.1 An Employee may elect to salary package the current salary specified in Appendix 2 in accordance with the Employer's policy provided that the Employer's policy is consistent with the guidelines published by the Australian Tax Office.

35.2 The Employee will compensate the Employer from within their salary for any Fringe Benefits Tax (FBT) incurred as a consequence of the Employee's salary packaging arrangements. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.

35.3 The Employee may elect to convert the amount packaged to salary for any reason, including where salary packaging ceases to be an advantage to the Employee because of subsequent changes to FBT legislation. Any costs associated with the conversion to salary shall be borne by the Employee and the Employer shall not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.

35.4 Where an overpayment to the salary packaging provider occurs as a result of Employer error, the Employer will refund the overpayment to the Employee and recover the money from the provider. Where all or part of the overpayment is subsequently refunded to the Employee by the provider, the Employer and Employee will take all reasonable steps to reach agreement on an appropriate resolution to:

(a) address the repayment being made more than once; and

(b) ensure that the Employee is neither advantaged nor disadvantaged as a result of the overpayment,

provided that if agreement cannot be reached, the matter will be resolved in accordance with 23 (Dispute Resolution Procedure).

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

35.6 Employees who are considering salary packaging ought to seek independent financial advice. The Employer will not be held responsible in any way for the cost or outcome of any such advice and any costs associated with salary packaging shall be paid for by the Employee.

35.7 Superannuation contributions paid by the Employer into an approved fund will be calculated on the Employee's pre-packaged rate of pay.

36. Superannuation

The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause is ancillary to and supplements those provisions

36.1 Definitions

In this clause

(a) **default fund** means the applicable fund set out in clauses 36.3(c) and 36.3(d) while it has a My Super Product as defined by the Act; or

(b) a **preferred superannuation fund** means a fund that meets the definition of a superannuation fund in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

36.2 Existing Employees

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

Where an Employee was employed prior to the commencement of this Agreement, the Employer will continue to make superannuation contributions to the Employee's current superannuation fund. An Employee may elect to have the Employee's contributions made to the Employee's preferred superannuation fund.

36.3 New Employees

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

(a) the Employee's preferred superannuation fund

(b) the Employee's stapled super fund

(c) HESTA (or successor); or

(d) Aware Super superannuation fund (or successor).

36.4 Where new Employee does not nominate fund

(a) The Employer must check with the ATO that the Employee does not have a stapled fund. If the Employee has a stapled fund, the superannuation contribution must be paid to that fund, not the default fund.

(b) If the Employee does not nominate a fund and the ATO does not identify a stapled super fund, the Employee will pay the Employee's superannuation contributions to the default fund.

36.5 Calculation of superannuation contributions

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

(a) ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre salary packaging earnings,

(b) on and from FFPPOA 1 July 2027, the following additional periods:

i. defence leave

ii. jury service; and

iii. no safe job leave (whether paid or unpaid);

any additional amounts consistent with the trust deed of the superannuation fund.

Note: Superannuation contributions during a period of worker's compensation leave taken after 1 July 2027 are set out at clause 36.8

36.6 Timing of Superannuation Contributions

Superannuation payments will be paid into the Employee's nominated superannuation account, where operationally possible:

(a) during the week following wages being paid; or

(b) in the case of an Employee on parental leave where there are no wages, the week following the pay period to which the superannuation entitlement relates.

(c) any new payroll system implemented after the operation of this agreement must be capable of making superannuation payments on the same day as wages are paid.

36.7 Superannuation during parental leave

The Employer will make superannuation contributions throughout any period of parental leave, paid or unpaid. Except as provided at (c) below such contributions will be calculated as follows:

(a) The Employee's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over 26 full pay periods immediately prior to commencing parental leave and divided by 52 (**Weekly Parental Leave Super Contribution**) subject to any amendment required by (b)(ii) below;

(b) The Weekly Parental Leave Super Contribution will be paid during each week of parental leave (both paid and unpaid) save that:

(i) the Employee will receive a pro rata payment for a period less than one (1) week

(ii) where, during the period of parental leave (either paid or unpaid), the Employee's rate of pay increases under SCHEDULE 2, the Employee's pre salary packaging earnings as calculated above will be increased accordingly from the relevant date and superannuation paid on the increased amount;

(iii) where, during a period of parental leave, the Employer also pays the Employee ordinary time earnings relating to that period, the superannuation contribution will be calculated in accordance with (a) and (b) above, less any superannuation payment made by the Employer in respect of those ordinary time earnings.

(c) Information regarding superannuation contributions under this clause 36.7will be included on a payslip or Employee portal at the same time as it would if the Employee was not on parental leave.

36.8 Superannuation during worker's compensation leave

From FFPPOA 1 July 2027, the Employer will make contributions throughout any period during which a worker is receiving weekly benefits for worker's compensation (during first 52 weeks of a claim). Such contributions will be calculated based on the Employee's scheme-determined Pre-Injury Average Weekly Earnings (**PIAWE**).

SECTION 1 | PART E: ALLOWANCES AND REIMBURSEMENTS

37. Commuted Allowance

37.1 Employees who as at 19 December 1997 were Employees of the Department and in receipt of a commuted allowance will be entitled to continue to receive a commuted allowance in accordance with the terms of this Agreement.

37.2 The entitlement to commuted allowance provided to full-time nursing and direct care Employees, other than Directors or Deputy Directors of Nursing, who are required to perform rostered time of ordinary hours on Saturdays, Sundays and public holidays to be paid an annual allowance at a rate equivalent to 18% of the Employee's annual salary.

37.3 Commuted allowance is regarded as salary for all purposes, including superannuation, long service leave, sick leave, annual leave and parental leave.

38. Childcare Expenses

38.1 Where Employees are required by the Employer to work outside their ordinary rostered hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, other than recall when placed on call, the Employee will be reimbursed for reasonable childcare expenses incurred.

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

39. Damaged Clothing

Where an Employee in the course of their Employment suffers any damage to or soiling of clothing or other personal effects, the Employer shall be liable for the replacement, repair or cleaning of such clothing or personal effects, provided that immediate notification is given of such damage or soiling. This clause shall not apply in the case where the damage or soiling is occasioned by the negligence of the Employee.

40. FBT

Employees who use an Employer provided motor vehicle as a result of the performance of their employment duties (eg. crisis assessment treatment team on-call functions) are not to suffer any financial disadvantage, howsoever incurred, as a result of fringe benefits tax (FBT) law.

41. Uniform and Laundry Allowance

41.1 Where an Employer requires an Employee to wear a particular type or style of uniform then the Employer shall provide this at no cost to the Employee. Payment in lieu of providing the uniform is not permitted.

41.2 Where a uniform is not provided by the Employer the Employee shall be paid a uniform allowance at daily or weekly rate set out Schedule 2, whichever is the lesser amount in total.

41.3 Where laundering by or at the expense of the Employer is not provided, an Employee shall be paid a laundry allowance at the daily or weekly rate set out in Schedule 2, whichever is the lesser amount in total.

41.4 The uniform allowances but not the laundry allowance shall be paid to an Employee during all absences on leave, except absence on long service leave and absence on sick leave beyond 21 days. Where, prior to taking leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

41.5 Where an Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

41.6 The rounding provision does not apply to the calculation of this allowance.

42. Senior Allowance – MHOs and Non-Direct Care Employee

42.1 A MHO/Non-Direct Care Employee who is appointed as a 'Senior' will have their classification preceded by the word 'Senior' and paid an allowance of 10% to be calculated upon the base rate payable in the relevant Schedule in addition to any other allowance to which the Employee is entitled.

42.2 Appointment to a classification preceded by the word 'Senior' will only be made where the work performed by such person represents a net addition to the work value of the substantive role in similar areas or areas. Indicative of a net addition to work value may include the performance of additional duties or functions, the assignment of a special project or an increased emphasis on the performance of core functions already undertaken by Employees in that classification.

42.3 A net addition to the work value of the substantive role of an Employee would be characterised by:

(a) The additional functions or duties are a regular and on-going requirement; and

(b) Experience in the role commensurate with this clause, coupled with on the job training where provided by the Employer; and

(c) The necessity for additional training in a particular aspect of the role above that is required to fulfill the role of an Employee employed in a similar area or areas; and

(d) A greater level of judgement is required from the Employee whereby they are capable of making independent decisions to a degree not generally expected of an Employee employed in a similar area or areas; and

(e) A higher degree of accountability is expected for work undertaken, such that the Employee is clearly performing at a level above that of their peers employed in a similar area or areas by the Employer where the requirements of subclause 33E.2 above continues to be met.

42.4 Where the Employer no longer requires the Employee to perform the extra duties (that attract the allowance), the Employee will be informed and consultation will occur regarding scope for other extra duties to be identified that the Employer may require the Employee to perform which may attract payment of the allowance.

43. Vehicle Allowance

43.1 An Employee may only be directed to use their private vehicle, in connection with their duties, where this forms part of their contract of employment or it has been agreed in writing.

43.2 Where an Employee is required to use their own vehicle, including motor cycle, in connection with their duties, they shall be paid an allowance corresponding with the

per kilometre rates as determined from time to time by the Australian Taxation Office [ATO] for Work Related Car Expenses (rates per business kilometre)

44. Travelling and Reimbursement

44.1 Living away from home

(a) Where an Employee is required by their Employer to live away from their home, the Employee will be provided the following at the expense of the Employer:

(i) reasonable accommodation, food and drinks; or

(ii) if any of the benefits described in clause 44.1(a)(i)cannot be provided, payment of an equivalent allowance covering each benefit that is not provided. The allowance(s) will be calculated as follows:

(A) at the maximum applicable rate determined by the ATO for the relevant benefit (i.e. food, drink and/or accommodation expenses) from time to time; or

(B) if the amount paid by the Employee for accommodation, food or drink exceeds the ATO guideline amount and was reasonably incurred, the total cost of the accommodation, food and/or drink, subject to the Employee providing reasonable evidence to substantiate the cost(s) and their reasonableness.

Note: For vehicle allowances, see clause 43.

44.2 Special provisions relating to particular travel

(a) Any Employee engaged for a distant position where a definite period of engagement is not stated shall after six months' continuous service, receive a refund of reasonable railway or bus fares and reasonable out-of-pocket expenses incurred within the State of Victoria in reaching such position.

(b) Any Employee engaged for a distant position for a definite period shall, upon completion of the term of the engagement, receive reasonable railway, coach or plane fares or necessary mileage for use of private car for return trip or reasonable out-of-pocket expenses incurred in travelling within the State of Victoria.

45. Forensic Skills Recognition and Development Payment

45.1 The parties recognise and acknowledge the specialist nature and complexity of forensic psychiatry and the commitment of the Employer and its Employees to strive to achieve world's best practice. Implicit in this recognition is the special needs of the Employer to retain and recruit qualified and experienced Employees, so as to facilitate the development of a culture of continuous quality improvement.

45.2 Accordingly, both the demonstrated and ongoing commitment of Employees to continually seek to update their knowledge and skills through experience, in-service education and/or in-service training and the attainment of additional qualifications - accredited and nonaccredited - is recognised.

45.3 It is agreed therefore that a Forensic Skills Recognition and Development Payment will be paid to all Employees quarterly, engaged in the provision of Forensic Mental Health Services.

45.4 The payment further acknowledges Employee participation in a developmental program to be offered by the Employer due to the limited available specialist forensic mental health training in the post-secondary education sector. The developmental program will include the requirement for each Employee to complete individual professional developmental plans on an annual basis in conjunction with their supervisor. This plan will link to specialist forensic mental health in-service

and/or external education and training programs designed to meet the special skills and training requirements of the forensic sector.

45.5 The Forensic Skills Recognition and Development Payment shall be set at an annual rate of:

(a) 4% of RPN 2 year 2 salary rate (as adjusted from time to time) for all RPN, PEN, Health Professionals, MHO and Ward Clerks and Community Reception staff; and

(b) 1.75% of RPN 2 year 2 salary rate (as adjusted from time to time) for all other employees.

45.6 The Forensic Skills Recognition and Development Payment shall also be paid on all periods of parental leave.

45.7 For the purposes of salary packaging and in accordance with clause 35 Employees may, subject to the relevant legislation, elect to include the Forensic Skills Recognition and Development Payment as part of the total of the amount packaged.

46. Right to Disconnect

This clause is to be read in conjunction with clause 129

46.1 Subject to the provisions of this Agreement, the general protections in Part 3-1 of the Act prohibits an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the Act.

46.2 An employee may refuse to monitor, read or respond to contact, or attempted contact, from an employer outside of the employee's working hours unless the refusal is unreasonable.

46.3 An employee may refuse to monitor, read or respond to contact, or attempted contact, from a third party if the contact or attempted contact relates to their work and is outside of the employee's working hours unless the refusal is unreasonable.

46.4 Without limiting the matters that may be taken into account in determining whether a refusal is unreasonable for the purposes of subsections (1) and (2), the following must be taken into account:

(a) the reason for the contact or attempted contact

(b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the employee;

(c) the extent to which the employee is compensated:

(i) to remain available to perform work during the period in which the contact or attempted contact is made; or

(ii) for working additional hours outside of the employee's ordinary hours of work;

(d) the nature of the employee's role and the employee's level of responsibility;

(e) the employee's personal circumstances (including family or caring responsibilities).

Note: For the purposes of paragraph (c), the extent to which an employee is compensated includes any non - monetary compensation.

46.5 For the avoidance of doubt, an employee's refusal to monitor, read or respond to contact, or attempted contact, from their employer, or from a third party if the contact or attempted contact relates to their work, will be unreasonable if the contact or

attempted contact is required under a law of the Commonwealth, a State or a Territory.

46.6 The dispute resolution procedure in this Agreement will apply to disputes arising in relation to this clause.

47. Heat Allowance

47.1 Where work continues for more than two hours in temperatures exceeding 37 degrees Celsius, Employees shall be entitled to 20 minutes rest after every two hours work without deduction of pay

47.2 It shall be the responsibility of the Employer to ascertain the temperature.

47.3 Where an Employee works for more than one hour as above, the Employee shall be paid an allowance of $0.40 per hour.

48. Interpreters/Language Allowance

48.1 Qualified Interpreters

In addition to any amount payable under this clause and deductions and allowances of this agreement, any person employed as an interpreter (qualified) and who is accredited by the National Accreditation Authority for Translators and Interpreters (NAATI) shall receive a qualified interpreter's allowance in accordance with the relevant Schedule. This allowance shall be considered to be part of the normal full weekly rate of pay for all purposes and shall be treated and adjusted as such.

48.2 Occasional Interpreters

An Employee not employed as a full-time interpreter who is required to perform interpreting duties shall receive an occasional interpreter's allowance in accordance with the relevant schedule.

SECTION 1 | PART F: HOURS OF WORK AND RELATED MATTERS

49. Daylight Saving

See also clauses 118, 166 and (Overtime) and 199 and 228 (Accrued Days Off).

49.1 Despite the overtime provisions of this Agreement, if an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee will be paid for the actual hours worked at the ordinary time rate of pay.

> Example:
>
> An Employee is rostered to work a ten-hour night shift from 9pm through to 7:30am (including a 30- minute meal break). During the course of this shift, the clock is wound forward one hour due to the commencement of daylight saving.
>
> The Employee therefore works nine hours. The Employee is paid nine hours at their ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).
>
> Example:
>
> An Employee is rostered in a ten-hour night shift from 9pm through to 7.30am (including a 30- minute meal break). During the course of this shift, the clock is wound back one hour due to the cessation of daylight saving.
>
> The Employee therefore works 11 hours. The Employee is paid 11 hours at their ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift). No overtime is paid for the additional hour worked.

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

SECTION 1 | PART G: LEAVE

50. Blood Donor Leave

Employer will release staff upon request to donate blood where a collection unit is on site or by arrangement at the local level.

51. Personal leave

Note: This clause does not apply to casual Employees. The entitlements of casual Employees are set out in clause 53 (Casual Employment – Caring Responsibility).

51.1 Amount of Paid Personal Leave

(a) A full time Employee is entitled to the following amount of paid personal leave:

(i) 91 hours and 12 minutes or as provided by the NES (whichever is the greater) in the first year of service

(ii) 106 hours and 24 minutes or as provided by the NES (whichever is the greater) in each year in the second, third and fourth years of service

(iii) 159 hours and 36 minutes in the fifth and following years of service.

(b) A part time Employee accrues leave on a pro rata basis.

(c) Paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work (excluding overtime) and accumulates from year to year.

51.2 Additional Paid Personal Leave

(a) In addition 51.1, and clause 63 (Compassionate Leave) a full time Employee is entitled to an additional 30 hours and 24 minutes of paid personal leave each year where their paid personal leave entitlement has been exhausted.

(b) A part time Employee accrues leave on a pro rata basis.

(c) This additional leave does not accrue from year to year.

51.3 Access to paid personal leave

Subject to the conditions set out in this clause, an Employee may take paid personal leave if the leave is taken:

(a) due to personal illness or injury (sick leave); or

(b) to care for or support a member of the Employee's Immediate Family or household, or to care for someone who is wholly or substantially dependant on the Employee (carer's leave), because of:

(i) a personal illness or injury affecting them including due to the loss of pregnancy (without derogation of any other entitlements under this Agreement); or

(ii) an unexpected emergency; or

(iii) the requirement to provide ongoing care or attention to another person who is wholly or substantially dependent on the Employee, provided that the care or attention is not wholly or substantially on a commercial basis (carer's leave).

(c) In normal circumstances an Employee must not take personal leave under this clause to care for someone where another person has taken leave to care for the same person.

(d) **Personal Leave to Attend Appointments**

Notwithstanding subclause 51.3(a) an Employee may use up to five days personal leave, in aggregate, in any year of service on account of a disability or where the Employee is required to attend a registered health practitioner or diagnostic appointment.

51.4 Evidence requirements – Sick Leave

(a) An Employee taking sick leave will give the Employer evidence that would satisfy a reasonable person the Employee is absent due to personal illness or injury or, in the case of leave taken to attend an appointment (see subclause 51.3(d) evidence of attendance.

(b) **Exception to evidence requirement-single day absences**

(i) An Employee may be absent for a single day without evidence of personal illness or injury as required at clause 51.4(a) above, on not more than five occasions per year of service. However, an Employee will not be entitled to this benefit if the Employee fails to notify the Employer pursuant to the health service procedure set out at subclause 51.5(a) below.

51.5 Notice requirements

(a) An Employee should inform the Employer of their absence no less than 1.5 hours prior to the commencement of the rostered shift or as soon as reasonably practicable to allow the Employer to take necessary steps to backfill the absence. This provision does not apply where an Employee could not comply because of circumstances beyond the Employee's control.

(b) The Employer will inform Employees of the procedure for notification by Employees of their inability to attend work due to illness or injury, such notifications will be registered, detailing the time of notification and the name of the Employee.

(c) **Failure to provide notice of absence**

Personal leave will not be withheld by an Employer until all reasonable steps have been taken to investigate the Employee's lack of notification as required by clause 51.5(a) regarding the absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given.

51.6 Evidence Requirements - Carers Leave

(a) **Evidence requirements**

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

(i) an illness or injury; or

(ii) an unexpected emergency

that requires their care or support. In the case of an unexpected emergency, the Employee will identify the nature of the emergency. An 'unexpected emergency' includes providing care or support to a member of the Employee's immediate family or household experiencing family and domestic violence as described at clause 64 (Family and Domestic Violence).

(b) **Notice requirements**

(i) The Employee must, where practicable, give the Employer notice of the intention to take leave prior to the absence, that includes:

A. the name of the person requiring care or support and their relationship to the Employee,

B. the reasons for taking such leave, and

C. the estimated length of absence.

(ii) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer of the absence as soon as reasonably practicable.

(iii) Notification of absence due to this clause shall be as per procedure at 51.5(b).

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

An Employee who has exhausted paid personal leave entitlements is entitled to take unpaid carer's leave. The Employee is entitled to take up to two days (or two full shifts where ordinary shifts exceed 8 hours) per occasion, provided the evidentiary requirements are met. The Employee may also take unpaid carer's leave in shorter or longer periods to which the Employee and Employer agree.

51.7 Payment for leave

(a) Payment will be made based on the number of ordinary hours the Employee would have worked on the day or days on which the leave was taken.

(b) An Employee utilising personal leave may take leave for part of a single day. Leave will be deducted on a time for time basis from the Employee's accrued personal leave.

51.8 Personal leave on a public holiday

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

51.9 Portability of Personal Leave

(a) **Entitlement**

Subject to 51.9(b) and (c) the Employer will credit accrued untaken personal leave to an Employee who transfers to the Employer from:

(i) An Institution (as defined in clause 66.2(e)); or

(ii) subject to 51.9(d) below:

(A) a Council in Victoria as defined in the *Local Government Act 2020* (Vic); or
(B) a public health service in another State or Territory.

(b) **Allowable Period**

Continuity of service will be deemed to be unbroken where the period of absence is equal to or less than an Employee's Allowable Period of Absence (as defined at clause 66.2(a)) between an engagement with one employer named in subclause 51.9(a) and another.

An absence in excess of the Allowable Period of Absence (defined at clause 66.2(a)) will exclude the Employee from any benefit under 51.9.

(c) **Exception to Allowable Period**

Where any Employee for the sole purpose of undertaking is, with the written approval of the Employer, absent without pay for up to but not exceeding 104 weeks, such absence will not be deemed to have broken continuity of service but will not be counted as service for the purpose of establishing entitlement to personal leave portability·

(d) **Additional transfer limitations**

For the purposes of subclause 51.9(a)(ii) the portability of accrued untaken personal leave with a Council in Victoria, or a public health service in another State or Territory is subject to the following additional matters:

(i) portability will only apply on the first occasion that the Employee commences employment with an Employer on or after 20 May 2025; and

(ii) portability will only apply where the break between ceasing employment with the relevant Council or interstate public health service, and commencing employment with an Employer, is no more than the greater of two months or the Allowable Period of Absence.

(iii) once interstate accrual of personal leave is recognised in accordance with this clause, portability of that leave accrual will continue to be applicable subject to clause 51.9.

(e) **Evidence Requirements:**

The Employer may require an Employee to produce a written statement from their previous employer specifying the amount of accrued untaken personal leave standing to the credit of such Employee at the time of leaving that previous employment.

(f) **Additional Provision**

Where an Employee transfers to an (or another) Employer and remains engaged on casual bank/or as a casual Employee with their previous Employer, the new Employer will not exclude the Employee from any benefit under this sub-clause on the basis of the ongoing casual engagement.

51.10 Termination of Employment while on Personal Leave

No Employer will terminate the services of an Employee during the currency of any period of personal leave, with the object of avoiding obligations under this clause.

52. Personal Leave Pool

52.1 The Employer may establish a personal leave pool whereby eligible Employees have access, in defined situations, to additional paid personal leave hours that has been voluntarily donated to the pool by other Employees.

52.2 Where this occurs, the Employer will publish criteria that defines the circumstances under which an Employee can (subject to the NES):

(a) Donate accrued personal leave,

(b) Access personal leave from the personal leave pool.

52.3 A donation to a personal leave pool is irrevocable and the personal leave balance of the donating Employee under clause 51 will be adjusted.

53. Caring Responsibilities – Casual Employees

Note: This clause applies to casual Employees only

53.1 Entitlement

Subject to the evidentiary and notice requirements that apply to carer's leave under 51, a casual Employee is entitled to be unavailable to attend work, or to leave work, if they need to provide care or support to a member of the Employee's immediate family or household because of:

(a) a personal illness, or personal injury, affecting them

(b) an unexpected emergency affecting them
(c) the birth of a child; or
(d) after the death of an immediate family or household member.

53.2 Period of Leave

The Employee is entitled to not be available to attend work for up to two days per occasion on carer's leave in accordance with the NES, which may be taken as a single continuous period of up to two days or any longer or separate periods to which the Employer and Employee agree.

53.3 Evidence and Notice Requirements - Carers Leave

(a) **Evidence requirements**

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

(i) an illness or injury; or

(ii) an unexpected emergency;

that requires their care or support. In the case of an unexpected emergency, the Employee will identify the nature of the emergency. An 'unexpected emergency' includes providing care or support to a member of the Employee's immediate family or household experiencing family and domestic violence as described at clause 64(Family and Domestic Violence).

(b) **Notice requirements**

(i) The Employee must, where practicable, give the Employer notice of the intention to take leave prior to the absence, that includes:

A. the name of the person requiring care or support and their relationship to the Employee,

B. the reasons for taking such leave, and

C. the estimated length of absence.

(ii) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer of the absence as soon as reasonably practicable.

(iii) Notification of absence due to this clause shall be as per procedure at 51.5(b).

53.4 Payment for Leave

The casual Employee is not entitled to any payment for the period of non-attendance.

53.5 Re-engagement

An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a casual Employee are otherwise not affected.

54. Annual Leave

Note: This clause does not apply to casual Employees.

54.1 Basic Entitlement to Annual Leave – amount of leave

(a) An Employee is entitled to 190 hours paid annual leave for each year of service.

(b) Part-time Employees are entitled to annual leave on a pro-rata basis.

54.2 Additional Entitlement to Annual Leave

(a) A weekend worker is entitled to a further 38 hours' paid annual leave in each year of service as follows:

(i) For Full-Time Employees:

(A) At the rate of 3.8 hours for each week in which ordinary hours were worked on a weekend (or part thereof), up to a maximum of 38 hours (10 weekends).

(ii) For Part-Time Employees

(A) As a proportion of 3.8 hours for each week in which ordinary hours were worked on a weekend (or part thereof) up to a maximum of 10 weekends.

Example: If a part-time Employee works 24 hours in a week and those 24 hours include hours worked on a weekend, they would accrue a proportion of 3.8 hours as follows: 24/38 x 3.8 = 2.4 hours.

(b) Annual Leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

(c) Savings - Weekend worker as at 30 June 2022 (Section 2 Employees only)

If an Employee was accruing 6 weeks annual leave as at 30 June 2022 (or would have been but for the operation of an arrangement under clause 89 (Flexible Working Arrangements) or clause 90 (Individual Flexible Working Arrangements) or an absence from work on parental leave), the Employee will continue to accrue six weeks of annual leave unless or until:

(i) the arrangement at sub-clause 1.1(a) or 1.1(b) is more beneficial for the Employee

(ii) the Employee changes Employer

(iii) the Employee requests (and the Employer agrees) to move the Employee from full time to part-time employment other than as part of a flexible working arrangement, family and domestic violence arrangement or reduced hours on return from parental leave); or

(iv) the Employee initiates a change that means they no longer perform weekend work. For example:

(A) where an Employee requests a change to a different role that does not require the performance of weekend work

(B) where an Employee requests to move from a rotating or similar roster that includes weekends, to fixed shifts that do not include weekend work; or

(C) where an Employee (at their request) relocates to a ward with a different system of work (for the removal of doubt, this does not include where an Employee requests to move to a ward with the same general system of work).

54.3 Taking paid annual leave

(a) Paid annual leave may be taken for a period agreed between an Employee and their Employer.

(b) The Employer must publish how the Employee is to make an annual leave request.

(c) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

(d) Once annual leave is approved, it must not be unilaterally changed by the Employer. Where extraordinary circumstances arise, such that the Employer wishes the Employee to change the timing of their approved leave, any change may only occur through consultation and agreement.

(e) Where it is likely the leave request will be rejected, the Employer and Employee will consult on alternate leave days within the 10 day period or, in the case of high demand holiday period, the period between the date specified at 54.4(ii) and 54.4(iii).

(f) Where the paid annual leave is for a period other than a high demand holiday period:

(i) The Employee will submit a written request for annual leave at least 6 weeks prior to the first day of the proposed leave period/s unless it is not reasonable to do so in the circumstances; and

(ii) within ten (10) week days of the leave request, the Employer will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.

54.4 High Demand Holiday Periods

(a) An employer will develop and publish to affected Employees (which may be a specific ward or work area) requirements for a high demand holiday period. Where this occurs, the requirement must:

(i) Identify the high demand holiday period

(ii) Identify the date by which a written request for annual leave should be submitted; and

(iii) Identify the date by which the Employer will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.

(iv) In determining applications for high-demand periods, the Employer will consider all the circumstances including but not limited to:

(A) the Employer's operational needs

(B) the Employee's family responsibilities; and

(C) whether previous leave applications for the same high-demand period were or were not successful.

Example – A ward generally receives more applications for annual leave over school term breaks than it can accommodate. This means that school term breaks are 'high demand periods' for that ward within the meaning of this sub clause 54 and the Manager must publish the information specified above at 54.4(i) to 54.4(iii) and, when determining the applications, apply the considerations at 54.4(iv).

54.5 Short periods of annual leave

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

54.6 Payment for leave

(a) Employees will receive their ordinary pay and any amount required by clause 54.7 (Annual leave loading or penalties) during periods of annual leave. Ordinary pay for the purposes of this clause means remuneration for the Employee's normal weekly number of hours of work calculated at the ordinary time rate of pay provided that:

(i) where an Employee has performed higher duties for an aggregate period of three months or more in a twelve (12) month period, ordinary pay will be adjusted proportionally to reflect the period during which higher duties were performed; and

(ii) normal weekly hours for a part time Employee who performs additional shifts will reflect the additional hours worked over the 12 month period.

(b) Payment for paid annual leave will be in advance for the period of such leave except for a short period (as defined in clause 54.5).

54.7 Annual leave loading or penalties

(a) In addition to ordinary pay (as defined) an Employee will receive the higher of:

(i) leave loading of 17.5% calculated on the relevant rate of salary prescribed in Appendix 2, subject to the cap at sub-clause (b), or

(ii) the payments listed below which the Employee would have received had the Employee not been on leave, for each week of leave:

(A) shift work allowances (clauses 114, 155, 195 & 225).

(B) rates for Saturday, Sunday (clause 113, 168, 213, 239);

(C) qualification allowance (clause 111 & 153);

(D) uniform allowances (clause 157).

(b) Leave loading under sub-clause 54.7(i) is payable on:

(i) a maximum of 190 hours in respect of any year of employment, and

(ii) the Employee's weekly ordinary pay subject to the cap (as defined); and

(iii) the cap under sub-clause 54.7(ii) is the relevant 'Annual Leave Loading Cap' contained within Schedule 2 where applicable.

(c) To determine which payments the Employee would have received had the Employee not been on leave for the purpose of sub-clause 54.7(ii) this will be done either by:

(iv) the projected roster, being the roster the Employee would have worked had they not been on leave, or

(v) where there is no projected roster, the rosters for the twelve weeks immediately preceding the leave excluding any period during which the Employee was not on the roster (for example, because of attendance at approved Professional Development or another form of paid leave).

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

(a) Public Holidays

See also clause 57 (Public Holidays).

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

(b) Other Periods of Leave

See also clause 51 (Personal Leave) and 63 (Compassionate Leave)

(i) An Employee may take other types of leave, such as personal leave or compassionate leave whilst on annual leave. An Employee is taken not to be on paid annual leave whilst on other leave and the Employee's paid annual leave accrual will be amended to reflect this. These provisions do not apply to unpaid parental leave.

(i) An Employee taking personal leave whilst on annual leave will provide the Employer with evidence in accordance with clause 51 (Personal Leave).

(ii) Where an Employee takes other leave during annual leave, any annual leave loading received for a period that is no longer annual leave is taken to have been paid in advance as required in clause 54.6 (Payment for Leave) or may be deducted from any payment required to be made under clause 54.9 (Effect of termination on annual leave).

54.9 Effect of termination on annual leave

(a) Where an Employee's employment ends for any reason, the Employer must pay to the Employee any untaken accrued annual leave. The amount payable to the Employee is the amount the Employee would have received had the Employee taken the leave at the time of termination, including any payment under clause 54.7(Annual leave loading or penalties).

(b) If annual leave has been taken in advance and, at the time the employment terminates, the Employee has a negative paid annual leave accrual, the Employer may deduct a sum equal to the negative annual leave accrual (at the amount paid at the time the annual leave was taken in advance) from any remuneration payable to the Employee upon termination of employment.

54.10 Excess annual leave accruals

(a) General provision

(i) An Employee has an excess leave accrual where the Employee has two years or more of annual leave entitlement accrued in accordance with this clause 54.

(ii) If an Employee has an excess leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excess leave accrual.

(iii) 'Genuinely trying to reach agreement' will include:

(A) providing the Employee a reasonable opportunity to submit a plan to reduce the leave to not less than eight (8) weeks within six months, subject to (ii) below; and

(B) the Employer not unreasonably refusing to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan.

(iv) The leave reduction plan is to be in writing and signed by both the Employer and the Employee.

(b) Excess Annual leave accruals – no agreement reached

(i) Direction by Employer

Where the Employer has genuinely tried to reach agreement with an Employee under clause 1.1(a) but agreement is not reached (including because the

Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.

(i) However, in directing that the Employee take leave under this subclause 1.1(b).

(A) the Employee cannot be directed to reduce the accrued leave to less than eight (8) weeks

(B) the Employer cannot require an Employee to take any period of paid annual leave of less than one week

(C) the Employer cannot require the Employee to take a period of paid annual leave beginning less than 8 weeks or more than 12 months after the direction is given; and

(D) the direction must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

(iii) Where the Employer issues a Direction

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

(A) the Employee must take paid annual leave in accordance with that direction; and

(B) the Employee may request to take a period of paid annual leave as if the direction had not been given.

(iv) Request by Employee for Leave

If the Employee has genuinely tried to reach agreement with the Employer under subclause 54.10(ii) but agreement is not reached (including because the Employer refuses to confer) the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave. However, a notice under this subclause 54.10:

(A) may only be given if the Employee has had an excess leave accrual for more than 6 months at the time of giving the notice

(B) may only be given if the Employee has not been given a direction under subclause 54.10 that, when any other paid annual leave arrangements are taken into account would eliminate the Employee's excess accrual

(C) must not, if granted, result in the Employee's remaining accrued entitlement to paid annual leave being, at any time, less than 6 weeks when other paid annual leave arrangements are taken into account

(D) must not provide for the employee to take any period of paid annual leave of less than one week

(E) must not provide for the employee to take a period of paid annual leave beginning less than 8 weeks or more than 12 months, after the notice is given

(F) must not be inconsistent with any leave arrangement agreed by the Employer and Employee; and

(G) must not be for more than 1 full year's entitlement to annual leave as prescribed by 54.1 and 54.2 above.

(c) Where the Employee requests leave by notice

Where the Employee gives written notice to the Employer to take one or more periods of paid annual leave in accordance with paragraph 54.10(i) the Employer must grant paid annual leave requested by the notice under paragraph (c).

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

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

(i) a dispute about whether the Employer or Employee has requested a meeting and genuinely tried to reach agreement

(ii) a dispute about whether the Employer has unreasonable refused to agree to a request by the Employee to take paid annual leave; and

(iii) a dispute about whether a direction to take leave complies with the clause.

54.11 Cashing Out of Annual Leave

An Employee may, with the consent of the Employer, choose to cash out paid annual leave in accordance with this clause.

(a) Written request and written agreement

An Employee wishing to cash out annual leave must make a written request to the Employer. Where the Employer agrees to that request, the Employee and the Employer will record the agreement in writing.

(b) Terms of agreement must comply with terms

A written agreement must comply with the following terms:

(i) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid leave being less than one years' accrual of annual leave each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and

(ii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including

(iii) annual leave loading and superannuation to the Employee's nominated Fund; and

(iv) an Employee cannot cash out more than 2 weeks paid annual leave in any 12-month period.

(c) Payments made in accordance with this clause extinguish an Employee's right to access annual leave or receive further payment for the period of annual leave paid out.

54.12 Part-time Employees – cashing out of annual leave where contracted EFT fraction has reduced

A part-time Employee that has reduced their EFT fraction, may request to cash out accrued annual leave in conjunction with taking a period of annual leave so that the total payment for the period is equivalent to the previous EFT fraction. The request and any agreement must comply with the requirements of clause 54.11 above save that:

(a) the requirement that paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid leave being less than six weeks calculated using the new EFT fraction; and

(b) the limit on cashing out no more than 2 weeks annual leave will not apply

Example: A part-time Employee recently reduced their contracted EFT from 32 hours per week to 16 hours per week. The Employee wishes to take two weeks annual leave. The Employee's payment for annual leave taken would be 32 hours' pay (16 hours per week multiplied by 2), plus annual leave loading.
The Employee has 160 hours of accrued annual leave (i.e. 5 weeks' leave at their previous EFT, or 10 weeks' leave at their new EFT), before taking or cashing out any annual leave.
Subject to the Employee complying with this clause, the Employee may elect to cash out an additional 32 hours' annual leave (plus annual leave loading), at the same time as taking annual leave, so that the total paid to the Employee during the period of leave is:
(a) 32 hours' pay (16 hours per week multiplied by 2), plus annual leave loading, for annual leave taken; plus
32 hours' pay, plus annual leave loading, for annual leave cashed out.
At the end of the annual leave period, the Employee retains 6 weeks' annual leave, at the Employee's part-time hours. That is, the Employee will have:
160 hours accrued prior to the leave period, minus 32 hours taken, minus 32 hours cashed out = 96 hours (16 hours multiplied by 6 weeks) accrued annual leave at the end of the leave period.

55. Reproductive Health Leave

Note: This clause does not apply to casual employees.

55.1 Definition:

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

55.2 Entitlement

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

(i) Is unable to work as a result of experiencing symptoms associated with endometriosis or polycystic ovarian syndrome; or

(ii) Requires medical care for treatment of, or associated with, endometriosis or polycystic ovary syndrome; or

(iii) Is undertaking a medical procedure associated with assisted reproduction.

55.3 Access to Reproductive Health Leave

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

55.4 Notice and evidence requirements:

(a) The employee shall give the employer notice as soon as reasonably practicable when accessing leave under this clause.

(b) If required by the employer, the employee is to provide evidence that would satisfy a reasonable person that leave taken under this clause was for a purpose described at 55.2.

55.5 Flexible working arrangements:

Employees may seek to access reasonable adjustments as per clause 91 and flexible working arrangements as per clause 89, in conjunction with this clause.

56. Rehabilitation Leave

Note: This clause does not apply to casual Employees.

56.1 Paid Leave to Attend a Rehabilitation Program

An Employee may be granted up to maximum 30 days of paid Rehabilitation Leave over the life of this Agreement to attend an alcohol and other drug treatment program(s), which may include a residential and/or hospital-based withdrawal/detox program(s) and/or rehabilitation program(s).

56.2 Evidence

(a) To access Rehabilitation Leave, the Employee must provide the Employer evidence of enrolment and the program attendance requirements prior to the commencement of the program. The Employer may also require evidence of ongoing attendance at the program.

(b) If required by the Employer, the Employee is to provide evidence that would satisfy a reasonable person that the leave taken under this clause will be for the purpose described at 56.1.

56.3 Use of paid Rehabilitation Leave

(a) An Employee may utilise leave under this clause in conjunction with any other type of leave.

(b) An Employee is not required to exhaust other forms of paid leave before they can access paid leave under this clause.

(c) Leave under this clause will not break (and will count towards) an Employee's continuous service.

57. Public Holidays

57.1 An Employee shall be entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause.

57.2 Subject to sub-clause 57.3, the public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:

(a) New Year's Day, Australia Day, Christmas Day and Boxing Day; and

(b) Good Friday, the Saturday immediately before Easter Sunday, Easter Monday, Anzac Day, King's Birthday; the Friday before the AFL Grand Final and Labour Day; and

(c) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined under Victorian law for a particular locality; and

(d) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in (a) above.

(e) If a day or days are not determined in respect of any of the occasions (a) , (b) or (c) above under Victorian law in any year, the public holiday for that occasion will be the day or date upon which the public holiday was observed in the previous year.

57.3 Applicability of penalty payments for some public holidays falling on a weekend

(a) When Christmas Day, Australia Day, Boxing Day, or New Year's Day (Actual Day) is a Saturday or a Sunday, and a substitute or additional holiday is

determined under Victorian law on another day in respect of any of those occasions (Other Day):

(i) Weekend Workers and casual Employees shall receive penalty payments pursuant to sub-clause 57.5 below for time worked on the Actual Day or on the Other Day if the employee does not work ordinary hours on the Actual Day; and

(ii) All other Employees will receive penalty payments pursuant to subclause 57.5 below for time worked on the Other Day.

57.4 Substitution of one public holiday for another

(a) An Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES or this Agreement.

(b) An Employer and Employee may agree to substitute another part-day for a part day that would otherwise be a part-day public holiday under the NES or this Agreement.

(c) Where an agreement under subclause (a) or (b) is reached, it will be recorded in writing and a copy given to the Employee.

57.5 Penalty Payments in respect of public holidays

(a) An Employee, other than a casual, who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to subclause 57.3 above) shall be entitled to be paid:

(i) 200% (based on 1/38th of the weekly salary set out in Schedule 2) for the time worked on a public holiday Monday to Friday; or

(ii) 250% (based on 1/38th of the weekly salary set out in Schedule 2) for the time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in sub-clauses 113, 168, 213 and 239).

(b) A casual Employee who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause 57.3) shall be entitled to be paid inclusive of the casual loading;

(i) 250% (based on 1/38th of the weekly salary set out in Schedule 2) for time worked on a public holiday Monday to Friday; or

(ii) 312.5% (based on 1/38th of the weekly salary set out in Schedule 2) for time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in clauses 113, 168, 213 and 239).

57.6 Accrued days off on public holidays

Where a public holiday falls on a day upon which a full-time Employee-would ordinarily have been required to be on duty, but the Employee is on an accrued day off, another day shall be determined by the Employer to be taken by the Employee in lieu of the public holiday, such day to be within the same work cycle where practical.

57.7 Public Holiday not required to work

Where a public holiday occurs on a day that a part-time or full-time Employee would normally work, but the Employee is not required by the Employer to work on that day, the Employee will be paid an amount equal to the Employee's ordinary rate of pay for the hours the Employee would normally have worked on that day.

57.8 Public holidays occurring on rostered days off

(a) Subject to sub-clause (b) and (c) below, a full-time Employee shall receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered day off.

(b) Subject to sub-clause (c) below, if a public holiday falls on Saturday or Sunday then sub-clause (a) above will only apply to Weekend Workers.

(c) Where on each occasion that Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, and under Victorian law an additional day or substitute day (Other Day) applies as a public holiday in respect of that occasion, and:

(i) the Employee is rostered off for both the actual day and the Other Day, then only one day's payment will be made under sub-clause (a) above; or

(ii) the Employee works only on one of either the actual day or the Other Day, and receives penalty rates for the day worked, the Employee will not receive a payment under sub-clause (a) above in respect of the day not worked.

57.9 Public Holiday Night Duty

(a) Definition of part of a shift

For the purposes of this clause ‘part of a shift’ means that period on a public holiday from:

(i) Midnight to completion of shift; or

(ii) Commencement of shift to midnight.

(b) A night duty Employee is entitled to be paid:

(i) The appropriate public holiday rates for each hour worked on that part of a shift that falls on the public holiday; and

(ii) At the pro rata public holiday rostered off benefit for that part of a shift that falls on the public holiday that they are not rostered to work and do not work.

57.10 Additional entitlement for part-time Employees rostered off duty

NOTE: This clause operates in addition to clause 57.7 for part-time employees.

(a) The entitlement to public holiday benefits under this Agreement for a part-time Employee who is rostered off duty on the day on which a public holiday occurs is to be determined as follows:

(i) Where on each occasion that Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, and under Victorian law an additional day or substitute day (Other Day) applies as a public holiday in respect of that occasion, and:

A. A part-time Employee is not rostered on for both the actual day and the Other Day, then only one day's payment will be made under this clause; or

B. A part-time Employee works only on one of either the actual day or the Other Day, and receives penalty rates for the day worked, the part-time Employee will not receive a payment in respect of the day not worked.

(ii) Where a public holiday occurs on a day that a part-time Employee would normally work, but the Employee is not required by the Employer to work on that day, the part-time Employee shall be paid an amount equal to the Employee's ordinary rate of pay for the hours the Employee would normally have worked on that day.

(iii) Where a public holiday occurs on a day a part-time Employee is not rostered to work, the part-time Employee shall receive a payment in respect

of that public holiday equal to their ordinary pay for the average daily hours worked by that Employee over the previous six months, or their period of employment by the Employer if less than six months

Example:

Average Hours	Shift Length	Base Payment	Penalty	Payment
24 hours				
38 hours	X 8 hours	5.05 hours	T1	5.05 hrs

(b) Notwithstanding where otherwise provided, a part-time Employee who is only ever employed between a Monday to Friday, shall not receive any entitlement to the Saturday before Easter Sunday.

(d) In respect of a part-time night duty Employee who is required to be on duty on the public holiday, the public holiday benefit shall apply to all of the hours of the shift worked.

57.10 A benefit arising from clause 57.7, 57.8 and 57.10 will not be diminished where an Employee is required to, and does, perform recall work on that day.

57.11 For the purpose of this clause only, a Weekend Worker is an employee who works ordinary hours on a Saturday or Sunday.

57.12 Substituted Leave - Former Section 97 Employees

(a) In lieu of other provisions in this clause, Employees who, as at 19 December 1997, were employees of the Department and had an entitlement to substituted leave shall continue to receive substituted leave in accordance with the following:

(i) full-time employees -who work shift work- will be granted the number of declared public holidays in a year as paid leave of absence regardless of whether the employee works a public holiday or not. The current entitlement of total leave of absence {including annual leave and substituted leave) continues to be 7 weeks and 1 day per year;

(ii) part-time employees - who work shift work - will be granted a substituted leave day when they work a public holiday in addition to a 50% penalty payment. Alternatively, the employee may elect not to be granted the substituted leave day but be compensated in lieu thereof by payment of an additional 100%.

58. Leave to engage in Voluntary Emergency Management Activities

58.1 An Employee who engages in a voluntary emergency management activity, with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to leave for:

(a) time when the employee engages in the activity; and

(b) reasonable travelling time associated with the activity; and

(c) reasonable rest time immediately following the activity.

58.2 The Employee must advise the Employer as soon as reasonably practicable if the Employee is requested to attend a voluntary emergency management activity and must advise the Employer of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by the Employer.

58.3 Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.

58.4 An Employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.

58.5 The leave under this clause will be paid up to 2 weeks, save that approval of paid leave is subject to the operational requirements of the Employer resulting from any emergency.

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

58.7 Nothing in this clause prevents an Employee from applying for a flexible working arrangement to assist their ability to respond to a watch and wait situation. Where such requests are made, the Employer will respond promptly having regard to the urgency of the request. All approved flexible working arrangements will be recorded in writing.

58.8 Note: Under the Act, an employee who engages in an eligible community service activity is entitled to be absent from employment without pay (or in some circumstances, with pay). The relevant period consists of time engaged in the community service activity, reasonable travel time and reasonable rest time. Eligible community service activity means jury service, a voluntary emergency service management activity (such as voluntary work relating to an emergency or natural disaster when performed for a recognised emergency management body - as defined), or an activity prescribed from time to time. There are particular notice requirements so that the employer is advised of the forthcoming absence and how long it is expected to last. For jury service, there are special rules about pay rates, there is a limit of 10 days' paid leave and jury service does not apply to casual employees. Note also that any more generous State or Territory community service leave entitlements may nevertheless apply.

59. Absence on Defence Leave

59.1 A Full Time or Part Time Employee absent on defence service will be reimbursed by the Employer an amount equal to the difference between:

(a) the amount paid in respect of a period during which the Employee was absent on defence service; and

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

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

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

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

60. Special Disaster Leave

60.1 Special disaster leave of up to 3 days per occasion is payable where:

(a) The Employee is a full time or part time employee

(b) Personal Leave is not available either because the Employee has exhausted the accrual or the circumstance does not qualify for Personal Leave; and

(c) the Employee is unable to attend work due to a disaster (such as fire or flood) where:

(i) the Employee's residence is damaged or under imminent threat of major damage

(ii) the lives or safety of the Employee or a member of the Employee's immediate family or household is threatened; or

(iii) there is a formal closure, flooding or other unusual danger of the use of a road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available.

60.2 Special disaster leave is non-cumulative.

60.3 Where requested by the Employer, the Employee must provide evidence that would satisfy a reasonable person of the reasons for accessing leave under this clause.

61. Gender Affirmation Leave

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

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

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

61.4 Amount of gender affirmation leave

(a) An Employee (other than a Casual Employee) is entitled Gender Affirmation Leave for the purpose of supporting the Employee's affirmation in accordance with subclause 61.4(c) below. Gender Affirmation Leave will comprise:

(i) up to 4 weeks (20 days) paid leave for essential and necessary gender affirmation procedures, and

(ii) up to 48 weeks of unpaid leave.

(b) The Gender Affirmation Leave entitlements outlined in clause 61.4(a) are available to be taken by the Employee within the first 52 weeks after they commence essential gender affirmation procedures.

(c) Essential gender affirmation procedures may include:

(i) medical or psychological appointments, or

(ii) hormonal appointments, or

(iii) surgery and associated appointments, or

(iv) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation, or

(v) any other similar necessary appointment or procedure to give effect to the Employee's transition as agreed with the Employer.

(d) An Employee who is entitled to unpaid Gender Affirmation Leave may, in conjunction with all or part of that leave, utilise accrued Annual or Long Service Leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks. This period can be extended by agreement between the Employer and the Employee (agreement will not be unreasonably withheld).

(e) Gender Affirmation Leave may be taken as consecutive, single or part days as agreed with the Employer.

(f) Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

61.5 Gender Affirmation Leave – Casual employees

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

61.6 Notice and evidence requirements

(a) An Employee seeking to access Gender Affirmation Leave must provide the Employer with at least 4 weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer.

(b) An Employee seeking to access Gender Affirmation Leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a registered practitioner, a lawyer, or a State, Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.

62. Ceremonial leave

62.1 General

(a) In addition to any paid leave entitlement below, an Employee who is required by Aboriginal and Torres Strait Islander tradition to be absent from work for ceremonial purposes will also be entitled to up to ten working days' unpaid leave in any one year, with the approval of the Employer.

62.2 NAIDOC Week Leave

(a) An Employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per calendar year to participate in National Aboriginal and Islander Day Observance Committee (**NAIDOC**) week or similar activities and events not otherwise covered by 62.3.

(b) NAIDOC week leave does not accrue from year to year and is not paid out on termination of employment.

(c) Where an Employer receives a request to substitute a public holiday in accordance with clause 57 of this Agreement for a day during NAIDOC week, the Employer will consider all the circumstances including:

(i) any reason identified by the Employee with respect to the request; and

(ii) the operational requirements of the Employer.

(d) An Employer will not unreasonably refuse a request to substitute a public holiday under this subclause.

62.3 Ceremonial Leave

(a) Aboriginal and/or Torres Strait Islander Employees are entitled to three days' paid leave in each year of employment for ceremonial purposes that are:

(i) connected with the death of a member of the Immediate family or extended family; or

(ii) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.

(e) For the purposes of this subclause, “extended family” has a meaning that recognises that extended families exist within Aboriginal and/or Torres Strait Islander society and obligations of Aboriginal and/or Torres Strait Islander Employees may exist regardless of the existence of a bloodline relationship or not. Family also extends to cover relationships where there is a close association, which need not be a blood relationship.

(b) Paid Ceremonial Leave will not accrue from year to year and is not paid out on termination of employment.

(c) Leave granted under this clause is in addition to Compassionate Leave.

(d) To support the Employee in fulfilling their ceremonial obligations, the Employee may also access any other accrued leave, time in lieu, or otherwise may be granted unpaid leave in accordance with the requirements of those entitlements.

62.4 Leave to participate in the First Peoples' Assembly of Victoria

(a) An Employee who is a member of the First Peoples Assembly of Victoria is entitled to up to 10 days' paid leave per calendar year to fulfil their official functions during their term of office.

(b) Leave will be available to attend sessions of the First Peoples’ Assembly of Victoria to participate in constituent consultation relevant to their role or for any other ancillary purpose as agreed with the Employer.

(c) Leave under this clause will not accrue from year to year and is not paid out on termination of employment.

(d) Where in any calendar year an Employee exhausts their entitlement under this clause, the Employer may grant further paid or unpaid leave to support their Employee's representative functions.

(e) The Employee may also utilise flexible working arrangements, in addition to leave provided in this clause, to help support their representative functions, with the agreement of the Employer.

63. Compassionate Leave

63.1 An Employer may use its discretion to grant paid and/or unpaid compassionate leave to relatives not covered by the definition of Immediate Family.

63.2 What is Compassionate Leave?

Compassionate leave will be available under this clause 63 to an Employee for each occasion (a **"permissible occasion**") when:

(a) a member of the Employee's Immediate Family or household:

(i) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or

(ii) dies;

(b) an Employee experiences pregnancy loss, where the pregnancy comes to an end **before** 20 weeks' gestation. For the removal of doubt, an Employee who is the partner of a person who experiences pregnancy loss will also be entitled to the equivalent period of compassionate leave; or

(c) A Stillborn Child is born, where the Stillborn Child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the Stillborn Child had been born alive.

Note: An Employee may be entitled to a period of paid special leave if their pregnancy terminates at or after the completion of 20 weeks' gestation or if the Employee gives birth but the baby subsequently dies – see clause 70.10(b)(i).

63.3 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

63.4 Employees other than casual Employees

The provisions of clauses 63.5 to 63.7 apply to all Employees other than casual Employees. The entitlements of casual Employees are set out in clause 63.8.

63.5 An Employee is entitled to up to 4 ordinary days' paid leave, on each permissible occasion.

63.6 An Employee may take compassionate leave for a permissible occasion as:

(a) a single continuous 4-day period; or

(b) 2 separate periods of 2 days each; or

(c) any separate periods to which the Employee and Employer agree.

63.7 Employee may take unpaid additional compassionate leave by agreement with the Employer.

63.8 Casual Employees

Subject to the evidence requirements described at clause, a casual Employee is entitled to 4 days unpaid compassionate leave on each permissible occasion. Unpaid compassion leave under this subclause may be taken as:

(a) a single continuous period,

(b) 2 separate periods of 2 days each, or

(c) any separate periods to which the Employee and Employer agree.

63.9 Notice Requirements

(a) An Employee must give their Employer notice of the taking of leave under this clause by the Employee.

(b) The notice:

(i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

(ii) must advise the Employer of the period, or expected period, of the leave.

63.10 Evidence – all Employees

An Employee who has given their Employer notice of the taking of leave under this Division must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person.

64. Family and Domestic Violence Leave

NOTE: family member is defined in section 8 of the Family Violence Protection Act 2008 and is broader than the definition of immediate family under the NES.

64.1 General Principles

(a) Each Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to Employees that experience family and domestic violence.

(b) Leave for family and domestic violence purposes is available to Employees who are experiencing, or being threatened with, family and domestic violence to allow them to be absent from the workplace to attend counselling appointments, , legal proceedings or appointments with a medical, financial or legal practitioner and other activities related to, and as a consequence of, family violence.

(c) Paid family and domestic violence leave will be in addition to any existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

(d) Family and domestic family leave will be paid at the Employee's full rate of pay, including any applicable allowances, overtime payments or penalty rates. The Employee's full rate of pay is worked out as if the Employee had not taken the period of leave.

(e) Employees who are experiencing family and domestic violence that access paid family violence leave during a period of other paid leave, such as paid personal/carer's leave, are not taken to be on paid personal/carer's leave for the period of the paid family and domestic violence leave.

(f) An Employee who supports a person experiencing family and domestic violence may utilise their personal leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 64.6(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

64.2 Definition of Family and Domestic Violence

(a) Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that:

(i) Seeks to coerce or control the person; and

(ii) Causes the person harm or to be fearful.

(b) Without limiting the above definition, family and domestic violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

(c) For the purpose of this sub-clause a close relative of the person is another person who:

(i) Is a member of the first person's immediate family; or

(ii) Is related to the first person according to Aboriginal or Torres Strait Islander kinship rules.

64.3 Eligibility

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

64.4 General Measures

(a) Evidence of family and domestic violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Registered Health Practitioner, a Family Violence Support Service, district nurse, maternal and health nurse or lawyer. A signed statutory declaration can also be offered as evidence.

(b) All personal information concerning family and domestic violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

(c) The Employer will not, except with the consent of the Employee, use such information for a purpose other than satisfying itself in relation to family and domestic violence leave under this clause.

(d) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.

(e) The Employer will identify contact/s within the workplace who will be suitably trained to provide the necessary advice to an Employee experiencing family and domestic violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.

(f) An Employee experiencing family and domestic violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.

(g) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 64.5 and clause 64.7.

(h) The Employer will maintain guidelines to supplement this clause. These guidelines will include the appropriate action to be taken in the event that an Employee reports family violence.

64.5 Leave for Employees other than Casual Employees

(a) An Employee (other than a casual Employee) experiencing family and domestic violence will have access to up to 20 days per year of paid family and domestic violence leave (pro rata for part time Employees) in each anniversary year (non cumulative). While family and domestic violence leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave.

(b) Pro rata entitlements for part-time Employees will continue to apply in relation to an Employee's paid family and domestic violence leave entitlement provided that the pro-rata arrangements results in at least 10 days paid family and domestic violence leave being available in the calendar year.

(c) An Employee who supports a person experiencing family violence may utilise their personal leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 64.4(a) from an Employee seeking to utilise their personal leave entitlement.

64.6 Leave for Casual Employees

(a) Casual Employees are entitled to up to 10 days paid family and domestic violence leave (non-cumulative) per anniversary year in accordance with clause 64. Paid family and domestic violence leave is available in full at the start of each 12-month period of the Employee's employment, in line with an Employee's anniversary date. In addition to up to 10 days paid family and domestic violence leave, casual employees are entitled to up to 10 days unpaid family and domestic violence leave per anniversary year.

(b) The Employer may use its discretion to grant further family and domestic violence leave to a casual Employee experiencing family and domestic violence on a case-by-case basis.

(c) A casual Employee may take a period of paid family and domestic violence leave that does not include hours for which the Employee is rostered to work. However, the Employer is not required to pay the Employee in relation to such a period.

64.7 Individual Support

(a) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family and domestic violence for any of the following:

(i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns

(ii) temporary or ongoing job redesign or changes to duties

(iii) temporary or ongoing relocation to suitable employment

(iv) a change to their telephone number or email address to avoid harassing contact

(v) any other appropriate measure including those available under existing provisions for flexible work arrangements.

(b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family and domestic violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.

(c) An Employee experiencing family and domestic violence will be offered access to the Employee Assistance Program (**EAP**) and/or other available local Employee support resources. The EAP shall include professionals trained specifically in family and domestic violence.

(d) An Employee that discloses that they are experiencing family and domestic violence will be given information regarding available support services.

65. Jury Service

65.1 An Employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between:

(a) the amount paid in respect of their attendance for such jury service; and

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

65.2 An Employee shall notify the Employer as soon as possible of the date upon which they is required to attend for jury service. Further the Employee shall give the Employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

65.3 The *Juries Act 2000* (Vic) contains obligations in relation to the payment of casual Employees who perform jury service. This Agreement is not intended to reduce any obligation or entitlement under those provisions.

66. Long Service Leave

Part 1 - General

66.1 Scope

This clause is split into 4 parts:

(a) **Part 1** (Clauses 66.1 - 66.2) explains the scope of this clause and includes defined terms used across each Part.

(b) **Part 2** (Clauses 66.3 - 66.10) sets out the long service leave entitlement of Employees employed as a Group A Employee or Group B Employee (as defined below) at the time they take a period of long service leave or their employment ceases.

(c) **Part 3** (Clauses 66.11 - 66.18) sets out the long service leave entitlement of Employees employed as a Group C Employee (as defined below) at the time they take a period of long service leave or their employment ceases:

(d) **Part 4** (Clauses 66.19 - 66.23) contains a series of common provisions that apply in respect of all Employees.

66.2 Definitions

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

(a) **Allowable period of absence** means five weeks in addition to the total period of paid annual, long service or personal leave which the Employee actually receives on termination or for which the Employee is paid in lieu.

(b) **Group A Employee** means, for the purpose of this clause 66:

(i) a Registered Psychiatric Nurse (including a Psychiatric Clinical Educator as described in Schedule 3)

(ii) a Psychiatric Enrolled Nurse

(iii) a Mental Health Officer; or

(iv) Clerical Worker; or

(v) a Support Services employees employed under Schedule 6 in the following roles (howsoever described):

(A) Cleaner

(B) Cook Employed Alone

(C) Diet Cook

(D) Food and Domestic Services Assistant

(E) Food Services Supervisor

(F) Gardener

(G) General Services Supervisor

(H) Handyperson (Unqualified)

(I) Handyperson Advanced

(J) Housekeeper

(K) Other Cook (Unqualified/Qualified)

(L) Patient Services Assistant; or

(M) Trade Cook.

(c) **Group B Employee** means, for the purpose of this clause 66:

(i) Management and Administrative Officer Employees employed in a classification listed in Schedule 7 (Part 1, Grades 1-10 and Part 2, Grades 2-7);

(ii) Support Services Employees employed under SCHEDULE 6 (Levels 1-11) in the following roles (howsoever described):

(A) All other Employees

(B) Courier

(C) Dietary Supervisor

(D) Food Monitor

(E) Hospital Attendant; or

(F) Security Officer; or

(iii) Health Professionals (including LLEWs) employed in a role described under Schedule 5 other than casual employees

(d) **Group C Employee** means, for the purpose of this clause 66, an Employee employed in a classification listed in Schedule 5 on a casual basis.

(e) **Institution** means:

(i) The Employer

(ii) A hospital or benevolent home, community health centre, Society or Association:

A. named in Schedule 1 of the *Victorian Public Mental Health Services Enterprise Agreement 2024-2028*;

B. named in Appendix 1 of the *Nurses and Midwives (Victorian Public Sector)(Single Interest Employer) Enterprise Agreement 2024-2028*; or

C. that was registered and subsidised pursuant to the *Hospital and Charities Act 1958* or the *Health Services Act 1988*; or

(iii) the Cancer Institute constituted under the *Cancer Act 1958*; or

(iv) the Fairfield Hospital Board; or

(v) the Victorian Bush Nursing Association (Inc.); or

(vi) a Bush Nursing institution; or

(f) **LSL Act** means the *Long Service Leave Act 2018* (Vic).

(g) **Month** means a calendar month.

(h) **Pay** means

(i) **For a full-time Employee,** remuneration for an Employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in Schedule 2 at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of the Employee's death, and will include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave, and

(ii) for a part-time Employee whose ordinary hours of work fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation), the greater of

(A) the Employee's ordinary weekly hours at the time long service leave is taken; or

(B) the average weekly ordinary hours the Employee worked over the preceding 12 months; and

(iii) For a casual Employee, the remuneration for the Employees normal weekly hours of work at their ordinary pay is calculated in accordance with sections 15 and 16 of the LSL Act.

(i) **Service** means employment by an Employer, Institution or Statutory Body.

(j) **Statutory Body** means the Hospital and Charities Commission of Victoria, a public entity within the meaning of the Public Administration Act 2004 (Vic), the Department of Education and Early Childhood Development, the Health Commission of Victoria, the Department and the NMBA (and predecessors etc) (however named).

(k) **Transfer of business** occurs in the circumstances described at s.311 of the Act.

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

66.3 Application of Part 2

This part (clauses 66.3 - 66.10) applies to Group A Employees and Group B Employees only.

66.4 Entitlement

(a) Subject to clause 66.6, Employees are entitled to:

(i) six months' long service leave on completion of fifteen years of Continuous Service; and

(ii) thereafter an additional two months' long service leave on completion of each additional five years of Continuous Service.

(b) Subject to subclause 66.6(c), an entitlement under subclause 66.4(a)(i) may be taken in advance on a pro rata basis if the Employee has accrued at least 7 years' Continuous Service.

66.5 Calculating Continuous Service

(a) Definitions**:**

(i) **Continuous Service** means continuous service with the same Employer plus any prior service of six months or more with one or more Institutions or Statutory Bodies.

(ii) **Continuous Casual Employment** means, for the purpose of clause 66.5(b), a period or periods of casual Service that are taken to be continuous, because one of the following applies:

(A) the period starting at the end of a particular instance of employment and ending at the start of another particular instance of employment did not exceed the either allowable period of absence, or 12 weeks (whichever is greater); or

(B) the Employee had been employed by an Employer on a regular and systematic basis and the Employee had a reasonable expectation of being re-engaged by the same Employer; or

(C) the gap between engagements was due to the terms of engagement of the casual Employee; or

(D) the gap between engagements was caused by seasonal factors; or

(E) the Employee and Employer agreed, before the start of an absence, to treat the employment as continuous despite the absence.

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

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

(i) an absence from work on any form of paid leave (e.g. annual leave, personal leave, long service leave and paid parental leave);

(ii) any interruption or ending of employment by the Employer if made with the intention of avoiding obligations in respect of long service leave or annual leave

(iii) any absence on account of illness or injury arising out of or in the course of the employment for a period during which an Employee is receiving compensation make-up pay under clause 34 (Compensation Make-Up Pay);

(iv) any absence from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001* (Cth);

(v) a period of absence on community service leave under the Act;

(vi) in the case of unpaid absences not otherwise referenced in this subclause:

(A) any unpaid leave that is authorised in advance in writing by the Employer to count as service; or

(B) any unpaid parental leave taken between 1 November 2018 and 30 June 2020 that counts as service because of an application by the Employee under clause 57.11 of the 2020 Agreement; or

(C) up to (and including) 30 June 2020, any unpaid absence from work of not more than fourteen days in any year on account of illness or injury; or

(D) on and from 1 July 2020:

1) any period of unpaid leave taken on account of illness or injury

2) a period of Parental Leave, including Parental Leave that is extended under clause 70.12; and

3) the first 52 weeks of any other type of unpaid leave not specifically referenced in this subclause 66.5(b)(iv)

(vii) in the case of a casual Employee, a period of Continuous Casual Employment, noting that there will be portability of such service

between any Employer, Statutory Body and Institution in accordance with clauses 66.7(c) and 66.22; and

(viii) prior Continuous Casual Employment as a Group C Employee that was either:

(A) with the current Employer; or

(B) with one or more Institutions or Statutory Bodies directly associated with such Institutions, provided that the Employee was an Award-entitled Employee at the time their employment with the other Institution or associated Statutory Body was terminated,

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

(ix) Prior employment with a public health service in another State or Territory or Council in Victoria as defined in the Local Government Act 2020, as follows:

(A) Such employment may only be recognised on the first occasion that the Employee commences employment with an Employer after 20 May 2025

(B) Such employment will only be recognised in respect of the period of employment that was recognised as continuous service for the purpose of the Employee's long service leave entitlement with the public health service or Council (as applicable); and

(C) Such employment will only be recognised where the break between ceasing employment with the interstate public health service, and commencing employment with the Employer, is no more than the greater of two Months or the Allowable Period of Absence.

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

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

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

(i) any authorised period of unpaid leave not referred to in sub-clause 66.5(b);

(ii) subject to the requirements of the FW Act, any interruption arising directly or indirectly from an industrial dispute

(iii) any period between the engagement with one Institution or Statutory Body and another provided it is less than the allowable period of absence from employment

(iv) the dismissal of an employee if the employee is re-employed by the same Employer within a period not exceeding two months from the date of such dismissal

(v) any absence on account of injury arising out of or in the course of their employment not covered by a period in which A Group A Employee or Group B Employee is receiving accident make up pay or other paid leave

(vi) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing or midwifery where the written approval of the Employer is given; and

(vii) any absence from work of an Employee for a period not exceeding twelve months in respect of any pregnancy or adoption not covered by 66.5(b)(i) or 66.5(b)(vi).

(viii) The break between periods of employment that is referenced above at 66.5(b)(ix)(C).

66.6 Taking of leave

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

Long service leave will be granted by the Employer within six months from the date of the entitlement arising under clause 66.4(a) save that:

(i) long service leave may be postponed to a mutually agreeable date

(ii) if agreement cannot be reached, the date will be determined by a member of the Fair Work Commission provided that such a determination will not require leave to commence before six months from the date of such determination; and

(iii) leave the subject of approval or grant under clause 66.6(c) shall be taken in accordance with the terms of the application or agreement.

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

Long service leave will be taken:

(i) in one or more periods, with each period being not less than 1 day; or

(ii) where it is taken as part of a transition to retirement arrangement, any other way agreed upon by the Employer and Employee.

(c) **Long service leave in advance**

(i) If a Group A Employee or Group B Employee has completed ten years' Continuous Service, an Employer may, by agreement with the Employee, grant long service leave in advance on a pro rata basis.

(ii) Supplementary to subclause 66.6(c)(i), if a Group A Employee or Group B Employee requests to take long service leave on a pro rata basis under clause 66.4(b) , the Employer must grant the Employee's request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.

(d) **Flexible taking of leave: double leave at half pay**

(i) An Employer may approve an application by an Employee to take double the period of long service leave at half pay.

(ii) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 66.6(d). The Employer will not be held responsible in any way for the cost or outcome of any such advice.

(iii) The Employer, if requested by the Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under clause 66.6(d)(i).

(iv) If granting the request under this sub-clause would result in an additional cost to the Employer, the Employer may refuse the Employee's request.

(v) Flexible taking of long service leave does not affect an Employee's period of continuous service recognised. For example, an Employee taking 12 months at half pay will, for the purpose of calculating continuous service, have six (6) months of continuous service recognised. An Employee taking three (3) months at double pay will have 6 months of continuous service recognised. In either case service will not be broken.

66.7 Payment on termination of employment

(a) **Interpretation**

For the purposes of this clause 66.7, termination of employment has its ordinary meaning, provided that:

(i) it is taken to occur upon conversion from full-time or part-time employment to casual employment; and

(ii) it is not taken to occur at the cessation of each shift as a casual Employee.

(b) **Basic entitlement at termination of employment**

Except where an election is made under clause 66.7(c) below, an Employee is entitled to payment in lieu of untaken long service leave upon termination of employment (equal to one thirtieth of the period of Continuous Service less any long service leave taken), as follows:

(i) For Group A Employees:

(A) if, as at the termination date, the Employee's period of Continuous Service is not less than four years, and the termination occurred for any reason other than the Employee's behaviour; or

(B) if the Employee would have otherwise been entitled to take long service leave under clause 66.4.

(ii) For Group B Employees if, as at the termination date, the Employee would have been entitled to take long service leave under clause 66.4.

(c) **Election for payment of entitlement or transfer of entitlement at termination**

(i) An Employee who has an entitlement to take long service leave on a pro rata basis under clause 66.4(b) (who therefore has less than 15 years continuous service) and who intends to be re-employed by another Institution or Statutory Body may:

(A) request in writing that payment for accrued long service leave be deferred until after the Employee's allowable period of absence (as defined above) has expired; and

(B) where the Employee notifies the initial Employer in writing within the allowable period of absence that the Employee has been employed by such an employer, and the re-employment meets the criteria set out in in subclause 66.7(c)(iii) below, the initial Employer is no longer required to make payment to the Employee in respect of such service.

(ii) Where the notice referred to at 66.7(c)(i)(B) is not provided prior to or within the allowable period of absence the Employer will, upon the expiration of the allowable period of absence, make payment in lieu of long service leave as per subclause 66.7(b).

(iii) For the purposes of this subclause, re-employment by *another Institution or Statutory Body* means employment as a Group A Employee or Group B Employee.

(iv) For the removal of doubt, an Employee may not make an election under this subclause (c) unless:

(A) the Employee has an entitlement to take long service leave under clause 66.4(a); and

(B) if the receiving employer is not covered by this Agreement, that receiving employer has agreed to the transfer.

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

Where an Employee dies while still in the employ of the Employer, payment in lieu of long service leave will be made to the Employee's personal representative in accordance with clause 66.7(b) above.

66.8 Public holidays and Accrued Days Off

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

66.9 Proof of sufficient aggregate of service

The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the Employee concerned. A Certificate of Service in accordance with Schedule 9 will constitute acceptable proof.

66.10 No entitlement arising for periods of leave already taken

For the removal of doubt, where an Employee makes an election under clause 66.7(c) such that their previous service is recognised by the new Employer, the Employee's previous employer is no longer liable to make any payment in lieu of that employee's service.

Part 3 - Long service leave for Group C Employees

66.11 Application of Part 3

A Group C Employee shall be entitled to long service leave with ordinary pay in accordance with this Part 3 (clauses 66.11 - 66.18).

66.12 Interpretation

For the purposes of this Part 3:

(a) **One Employer** has the meaning given in section 11 of the LSL Act

(b) **Continuous employment** has the meaning given in section 12 of the LSL Act

(c) **Ordinary pay** has the meanings given in sections 15, 17 and 21 of the LSL Act and

(d) **Normal weekly hours** has the meaning given in sections 16 and 17 of the LSL Act.

66.13 Entitlement

At any time after completing 7 years of continuous employment with one Employer, an Employee is entitled to an amount of long service leave on ordinary pay equal to 1/60th of the Employee's total period of continuous employment less any period of long service leave taken during that period.

66.14 Taking of leave

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

In accordance with s.18(2) of the LSL Act, an Employer must grant an Employee's request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.

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

In accordance with s.18(1) of the LSL Act, an Employee may request to take long service leave for a period of not less than 1 day.

(c) **Long service leave in advance**

(i) Subject otherwise to this Part 3 and in accordance with s.8(1) of the LSL Act, an Employer may agree to an Employee taking long service leave prior to them completing 7 years of continuous employment and at any time before they become entitled to long service leave.

(ii) If an Employee takes long service leave in advance and the Employee's employment ends before the entitlement to the leave would otherwise have accrued:

(A) the amount paid for the proportion of leave which the Employee will not become entitled becomes an amount owed by the Employee to the Employer;

(B) the Employer may deduct this amount from any payment owed to the Employee as a result of the ending of employment; and

(C) the relevant period of service will not count as a period in respect of which long service leave has already been taken (or paid in lieu) for the purpose of clause 66.5(b) above (Periods that count towards Continuous Service for Group A and Group B Employees).

(d) **Flexible taking of leave: double leave at half pay**

(i) An employee may request an Employee to take double the period of long service leave at half pay.

(ii) An Employer must grant such a request unless:

(A) granting the request would result in an additional cost to the Employer; or

(B) the Employer otherwise has reasonable business grounds for refusing the request.

(iii) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 66.14(d). The Employer will not be held responsible in any way for the cost or outcome of any such advice.

(iv) The Employer, if requested by the Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under this subclause.

66.15 Payment on termination of employment

(a) **Basic entitlement at termination of employment**

An Employee with seven or more years of continuous employment is entitled to payment in lieu of untaken long service leave upon termination of employment, calculated at 1/60th of the period of continuous employment.

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

Where an Employee has completed at least seven years' continuous employment and dies while still in the employ of the Employer, payment in lieu of long service leave will be made to the Employee's personal representative equal to that in clause 66.15(a) above.

66.16 Public holidays & Annual leave

Long service leave does not include any public holiday occurring, or annual leave taken, during the period when the long service leave is taken.

66.17 No entitlement arising for periods of leave already taken

For the removal of doubt, no entitlement to long service leave (or payment in lieu) arises in respect of continuous employment for which long service leave has already been taken or payment in lieu of leave has been received.

66.18 Other terms and conditions necessary for this Part

Any other term or condition necessary for the operation of this Part shall be in accordance with the applicable term or condition in the LSL Act.

Part 4 - Common conditions applicable to all Employees

66.19 Payment for period of leave

(a) Payment will be made in one of the following ways:

(i) in full advance when the Employee commences their leave

(ii) at the same time as payment would have been made if the Employee had remained on duty; or

(iii) in any other way agreed between the Employer and the Employee.

(b) Where an Employee has been paid in advance, and an increase occurs in the ordinary time rate of pay during the period of long service leave taken, the Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

66.20 Records

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

66.21 Transfer of business

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

66.22 Concurrent Service

(a) Subject to subclause (b), concurrent service with two or more Employer remains separate and distinct.

(b) If a full-time or part-time Group A or Group B Employee transfers from an Employer (the first Employer) to another employer (the new employer) into an equivalent full-time or part-time role, but retains concurrent employment with the first Employer as a casual Employee, then:

(i) if

(A) the new employer is an Employer or another Institution or Statutory Body; and

(B) the new employer has agreed (or is required) to recognise the Employee's service with the first Employer for long service leave purposes; and

(C) the Employee notifies the first Employer of the transfer in accordance with sub-clause 66.7(c) (Election for payment of entitlement or transfer of entitlement at termination),

the first Employer will no longer be liable for the service, and the long service leave liability for the service will transfer to the new Employer.

(ii) Any casual service that occurs with the first Employer after the transfer referred to in (i) above will be considered separate and distinct service on and from the date on which the employee commenced employment with the new Employer, provided that:

(A) the qualifying period required to accrue an entitlement to long service leave with the first Employer does not reset (that is, the Employee's prior service with the first Employer can be counted when calculating any future entitlement to long service leave with the first Employer);

(B) no benefit to long service leave will arise with the first Employer in respect of the prior period of employment with the first Employer; and

(C) the Employee's prior service with the first Employer is to be disregarded when calculating the Employee's normal weekly hours with the first Employer (e.g. for the purpose of sections 16 and 17 of the LSL Act).

(iii) If the employee is not entitled to transfer their service from the first Employer to the new Employer, or does not take the steps required in sub-clause 66.7(c) within the allowable period of absence, the first Employer will make payment in lieu of long service leave for the Continuous Service with the first Employer upon ceasing permanent employment with the first Employer (under clause 66.7(b) - Basic entitlement at termination of employment):

Example 1:

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

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

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

If the Employee resigned from both Employer A and Employer B, and went to work for Employer C, the Employee could:

(a) transfer the 6 years' service with Employer B to Employer C; and

(b) have the accrued LSL from the 11 years' service with Employer A paid out in lieu on termination.

Example 2:

A Group A Employee has worked for Employer A for 6 years. The Employee commences employment with Employer B as a full-time Employee. To take up this opportunity, the Employee ceases permanent employment with Employer A. However, the Employee commences a casual employment relationship with Employer A within 12 weeks after resigning from their permanent position with Employer A.

The Employee:

(a) will be paid in lieu of 6 years' service with Employer A (in accordance with clause 66.7(b)(i)(A)) unless a valid election is made to transfer the 6 years' service with Employer A to Employer B. If a valid election is made, the Employee would be eligible to take LSL with Employer B once sufficient Continuous Service had accrued (taking into account the transferred service); and

(b) could take LSL on a pro rata basis with Employer A after sufficient Continuous Service had accrued, save that if a valid election was made to transfer the Employee's initial service to Employer B, no entitlement would arise in respect of that period with Employer A.

66.23 Savings

(a) Clause 66.22(b) shall not apply to an Employee classified as a Health Information Manager, Play Therapist classified under Schedule 6, unless the Industrial Division of the Magistrates Court provides an opinion that determines generally the rights of applicable Employees under this Agreement under sub-section 23(2) of the LSL Act that the long service leave entitlements provided by this Agreement are more favourable to the relevant employees than those provided by the LSL Act.

(b) The Unions and VHIA must make an application to the Magistrates Court under section 24 of the LSL Act for an opinion referred to in section 4.6(a) as soon as reasonably practicable after the Agreement has been approved by the Fair Work Commission.

(c) No Employee shall otherwise suffer any detriment as a result of the operation of this clause to their entitlement to long service leave existing immediately prior to the coming into force of this clause

67. Pre-Adoption Leave

67.1 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

67.2 The Employee and the Employer should agree on the length of the unpaid leave.

67.3 Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.

68. Foster and Kinship Care

68.1 An Employee who provides short-term foster or kinship care as the primary caregiver to a child who cannot live with their parents as a result of an eligible child protection intervention is entitled to up to two days' paid leave on up to five occasions per calendar year to be taken at the time the placement of the child with the Employee commences.

68.2 For the purposes of this clause Foster and Kinship Care includes:

(a) Foster Caring, which is the temporary care of a child of up to 18 years of age on a short-term basis by an Employee who is an accredited foster carer

(b) Kinship Care, which is temporary care provided by an Employee who is a relative or a member of the child's social network when the child cannot live with their parents; and/or

(c) Aboriginal Kinship Care, which is temporary care provided by an Employee who is a relative or friend of an Aboriginal child who cannot live with their parents, where Aboriginal family and community and Aboriginal culture are valued as central to the child's safety, stability and development.

68.3 Eligible child protection interventions include emergency respite and short-term or long-term placements on a non-permanent basis, as issued by the Victorian Department of Health, the Children's Court or other similar federal, state or judicial authority.

68.4 Subject to the approval of the Employer, the paid leave provided in this clause may be used in conjunction with any other paid or unpaid leave entitlements the Employee may be eligible for under this Agreement.

68.5 In the case of foster carers, one occasion totalling up to two days duration may be used for accreditation purposes, including attending compulsory interviews or training.

68.6 The Employer may require the Employee to provide reasonable evidence to satisfy themselves of the Employee's entitlement to leave under this provision.

69. Pre-natal Leave and Assisted Reproduction

69.1 An Employee required to attend pre-natal appointments, assisted reproduction appointments or parenting classes that are only available or can only be attended during the Employee's ordinary rostered shift may, subject to the provision of satisfactory evidence of attendance, access their personal leave credit.

69.2 The Employee must give the Employer prior notice of the Employee's intention to take such leave.

70. Parental Leave

This clause deals with parental leave, including paid parental leave. The issue of superannuation and parental leave (both paid and unpaid) is addressed at clause 36.7.

70.1 Structure of clause

This clause is structured as follows:

(a) Definitions: subclause 70.2

(b) Long parental leave – unpaid: subclause 70.3

(c) Short parental leave – unpaid: subclause 70.4

(d) Paid parental leave: subclause 70.5

(e) Notice and evidence requirements: subclause 70.6

(f) Parental leave associated with the birth of a Child – additional provisions: subclause 70.7

(g) Unpaid pre-adoption leave: subclause 70.8

(h) Where placement does not proceed or continue: subclause 70.9

(i) Special birth-related leave: subclause 70.10

(j) Variation of period of unpaid parental leave up to 12 months: subclause 70.11

(k) Right to request extension of period of unpaid parental leave beyond 12 months: subclause 70.12

(l) Parental leave and other entitlements: subclause 70.13

(m) Transfer to a safe job: subclause 70.14

(n) Returning to work after a period of parental leave: subclause 70.15

(o) Replacement Employees: subclause 70.16

(p) Communication during parental leave – organisational change: subclause 70.17

(q) Keeping in touch days: subclause 70.18

(r) Undertaking paid work while on a period of Parental Leave with the same Employer: subclause 70.19.

Other provisions associated with parental leave are also included in this Agreement. Specifically, **prenatal leave** at clause 69, **flexible working arrangements** which includes the right to request to return from parental leave on a part time basis at clause 89, leave to

attend interviews and examinations relevant to adoption leave (**pre-adoption leave**) at clause 67 and **breastfeeding** at clause 88.

70.2 Definitions

For the purposes of this clause:

(a) **Child** means:

(i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or

(ii) in relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six months or more (Adopted Child);

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

(b) **Continuous Service** includes continuous service with one and the same Employer or continuous service with more than one Employer including Institutions or Statutory Bodies (as defined at subclause 66.2), and includes any period of employment that would count as service under the Act.

(c) **Eligible Casual Employee** means a casual Employee that has been employed by the Employer on a regular and systematic basis and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

(d) **Eligible Employee** for the purposes of this clause 70 means a non-casual or an Eligible Casual Employee as defined above. An employee is not required to serve a minimum qualifying period of employment in order to be classified as an Eligible Employee for the purpose of this clause.

(e) **Employee Couple** has the same meaning as under the Act.

(f) **Flexible Long Parental Leave** means the 100 days' unpaid parental leave an Eligible Employee may take under subclause as part of their 52 weeks' entitlement of Long Parental Leave.

(g) **Long Parental Leave** means the 52 weeks' parental leave an Eligible Employee may take under subclause . A person taking Long Parental Leave under subclause - is the Primary Carer for this period for the purpose of this clause.

(h) **Notional Flexible Period** is the period during which the Eligible Employee would be on Flexible Long Parental Leave if the Eligible Employee took leave for all of the Eligible Employee's notified flexible days in a single continuous period.

(i) **Primary Carer** means the person who has responsibility for the care of the Child. Only one person can be the Child's Primary Carer on a particular day.

(j) **Short Parental Leave** means the up to eight weeks' concurrent parental leave an Eligible Employee who will not be the Primary Carer of a Child may take under subclause 70.4 (Short Parental Leave – Unpaid).

(k) **Spouse** includes a person to whom the Eligible Employee is married and a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis.

(l) **Stillbirth** means the delivery of a Stillborn Child.

(m) **Stillborn Child** means:

(i) a child who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and

(ii) who has not breathed since delivery; and

(iii) whose heart has not beaten since delivery.

70.3 Long Parental Leave – Unpaid

(a) An Eligible Employee is entitled to 12 months' unpaid Long Parental Leave if:

(i) the leave is associated with:

(A) the birth, or expected birth, of a Child (including a Stillbirth) of the Eligible Employee or the Eligible Employee's Spouse; or

(B) the placement of a Child with the Eligible Employee for adoption; and

(ii) the Eligible Employee has or will have responsibility for the care of the Child, or in the case of a Stillbirth, the Eligible Employee would have had responsibility for the care of the Child if the Child had been born alive.

(b) Except as provided at subclause 70.3(f) (Flexible Long Parental Leave) and subclause 70.18 (Keeping in Touch Days), the Eligible Employee must take the leave in a single continuous period.

(c) Each member of an Employee Couple may take a period of up to 12 months of Long Parental Leave. The period of Long Parental Leave will be reduced by any period of Short Parental Leave taken by the Eligible Employee.

(d) Subject to subclause 70.3(e) an Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 70.11 (Variation of period of unpaid parental leave (up to 12 months)).

(e) An Eligible Employee's entitlement to Long Parental Leave (other than Flexible Long Parental Leave) will end on the first day that the Eligible Employee takes Flexible Long Parental Leave. This means that if an Eligible Employee intends on taking a period of continuous unpaid parental leave they must do so before they take any Flexible Long Parental Leave.

(f) **Flexible Long Parental Leave**

(i) An Eligible Employee may take up to 100 days of their Long Parental Leave entitlement (**Flexible Long Parental Leave**) during the 24-month period starting on the date of birth (including a Stillbirth) or day of placement of the Child if the requirements of this sub-clause are satisfied in relation to the leave.

(ii) An Eligible Employee who is pregnant may take Flexible Long Parental Leave beginning from six weeks prior to the expected date of the birth of their child.

(iii) The number of days of Flexible Long Parental Leave that the Eligible Employee takes must not be more than the number of flexible days notified to the Employer under sub-clause 70.6(e)(iii) (subject to any agreement under sub-clause 70.6(e)(iv)).

(iv) An Eligible Employee must take the Flexible Long Parental Leave as:

(A) a single continuous period of one or more days; or

(B) separate periods of one or more days each.

(v) An Eligible Employee may take the Flexible Long Parental Leave whether or not they have taken unpaid Long Parental Leave under subclause 70.3(b).

(vi) An Eligible Employee may take Flexible Long Parental Leave after taking one or more periods of unpaid Long Parental Leave under subclause 70.3(b) only if the total of those periods (disregarding any extension under sub-clause 70.11 or 70.12) is no longer than 12 months, less the employee's Notional Flexible Period, provided that the calculation is based on the assumption that:

(A) the Eligible Employee ordinarily works each day that is not a Saturday or Sunday; and

(B) there are no public holidays during the period.

(g) **Hospitalised children – agreement to not take unpaid Long Parental Leave**

(i) If:

(A) a Child is required to remain in hospital after the Child's birth, or is hospitalised immediately after the Child's birth, including because:

1) the Child was born prematurely; or

2) the Child developed a complication or contracted an illness during the Child's period of gestation or at birth; or

3) the Child developed a complication or contracted an illness following the Child's birth; and

(B) an Employee, whether before or after the birth of the Child, gives notice in accordance with subclause 70.6 of the taking of a period of unpaid parental leave (the **original leave period**) in relation to the Child,

then the Employee may agree with their Employer that the Employee will not take unpaid parental leave for a period (**the permitted work period**) while the Child remains in hospital.

(ii) If the Employee and Employer so agree, then the following rules have effect:

(A) the Employee is taken to not be taking unpaid parental leave during the permitted work period

(B) the permitted work period does not break the continuity of the original leave period; and

(C) the Employee is taken to have advised the Employer, for the purposes of subclause 70.6(b) of an end date for the original leave period that is the date on which that period would end if it were extended by a period equal to the permitted work period.

(iii) The permitted work period must start after the birth of the Child.

(iv) The permitted work period ends at the earliest of the following:

(A) the time agreed by the Employer and Employee

(B) the end of the day of the Child's first discharge from hospital after birth; or

(C) if the Child dies before being discharged, the end of the day the Child dies.

(v) Only one period of permitted work may be agreed to under subclause 70.3(g)(i) for which the Employee will not take unpaid parental leave in relation to the Child.

(vi) The Employee must, if required by the Employer, give the Employer evidence (including without limitation, a medical certificate) that would satisfy a reasonable person of either or both of the following:

(A) that subclause 70.3(g)(i)(A) applies in relation to the child; and/or

(B) that the Employee is fit for work.

70.4 Short Parental Leave – Unpaid

(a) This clause applies to an Eligible Employee who is a member of an Employee Couple.

(b) An Eligible Employee who will not be the Primary Carer of a Child may take up to eight weeks leave concurrently with any parental leave taken by the other member of the Employee Couple who will be the Primary Carer. Short Parental Leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two weeks.

(c) The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Employee is entitled under subclause 70.3 (if applicable).

70.5 Paid Parental Leave

(a) An Eligible Employee commencing parental leave is entitled to paid parental leave on the following basis:

(A) a Primary Carer commencing Long Parental Leave will be entitled to 14 weeks' paid parental leave, provided that the Long Parental Leave is taken contemporaneously with the birth or placement of the Child (subject to clause 70.3(g), in which case the Employee taking Long Parental Leave may agree with the Employer that the Employee will not take Long Parental Leave during the permitted work period while the Child remains hospitalised); and

(B) a non-Primary Carer commencing Short Parental Leave will be entitled to two weeks' paid parental leave,

save that an Eligible Employee is not entitled to both paid Long Parental Leave and paid Short Parental Leave in respect of the same birth or adoption event.

Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation).

(b) The Employer and Eligible Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation.

(c) Such agreement must be in writing and signed by the parties. The Eligible Employee must nominate a preferred payment arrangement at least four weeks prior to the expected date of birth or date of placement of the Child. In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.

(d) A variation to the payment of paid parental leave resulting in, for example, the paid leave being spread over more than 14 weeks does not affect the period of continuous service recognised. For example, an Employee taking 28 weeks at half pay will, for the purpose of calculating continuous service, have fourteen weeks of continuous service recognised. An Employee taking seven (7) weeks at double pay will have 14 weeks of continuous service recognised.

(e) The paid parental leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES / this Agreement.

(f) **Calculation of a week's pay for part-time Eligible Employees**

For the purposes of this clause 50, where a part-time Employee's ordinary hours of work fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation), their weekly pay will be the greater of:

(i) their ordinary weekly hours at the time paid parental leave is taken; or

(ii) the average weekly ordinary hours the Employee worked over the preceding 12 months.

70.6 Notice and evidence requirements

(a) Subject to clause 70.6(e) (Notice - Flexible Long Parental Leave), an Employee, must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:

(i) that the Employee will become either the Primary Carer or non-Primary Carer of the Child, as appropriate

(ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and

(iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

(b) Subject to clause 70.6(e) (Notice - Flexible Long Parental Leave), at least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in subclause 70.6(a), unless it is not practicable to do so.

(c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:

(i) in the case of birth-related leave:

(A) the date of birth, or expected date of birth, of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); and

(B) if relevant, that their Child was stillborn (including without limitation, a certification by a medical practitioner or registered midwife of the child as having been delivered); or

(ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

(d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

(e) **Notice requirements – Flexible Long Parental Leave**

(i) If an Employee wishes to take Flexible Long Parental Leave, the Employee must give notice to the Employer as follows:

(A) where the Employee also takes unpaid Long Parental Leave or Short Parental Leave under subclauses 70.3 or 70.4 (*the original leave*);

1) at the same time as the Employee gives notice in accordance with subclause 70.6(a) in relation to the original leave, unless subclause 2) below applies; or

2) if the Employee takes more than one period of unpaid Short Parental Leave, at the same time as the Employee gives notice in accordance with subclause 70.6(a) in relation to the first of those periods of leave; or

(B) otherwise - at least 10 weeks before starting the Flexible Long Parental Leave.

(ii) If the Employer agrees, the notice may be given at a later time than that specified in subclause 70.6(e)(i).

(iii) The notice under subclause 70.6(e)(i) must specify the total number of days (**Flexible Days**) of Flexible Long Parental Leave that the Employee intends to take in relation to the Child.

(iv) If the Employer agrees, the Employee may:

(A) reduce the number of flexible days, including by reducing the number of flexible days to zero; or

(B) increase the number of flexible days, but not so as to increase the number of flexible days above 30.

(v) The Employee must give the Employer written notice of a flexible day on which the Employee will take Flexible Long Parental Leave:

(A) at least 4 weeks before that day; or

(B) if that is not practicable, as soon as practicable (which may be a time after the leave has started).

(vi) If the Employer agrees, the Employee may change a day on which the Employee takes Flexible Long Parental Leave from a day specified in a notice under subsection 70.6(e)(v) .

70.7 Parental leave associated with the birth of a Child – additional provisions

(a) Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and Eligible Employee, an Eligible Employee who is pregnant may commence Long Parental Leave at any time up to six weeks immediately prior to the expected date of birth.

(b) **Six weeks before the birth**

(i) Where a pregnant Eligible Employee continues to work during the six week period immediately prior to the expected date of birth, the Employer may require the Eligible Employee to provide a medical certificate stating that they are fit for work and, if so, whether it is inadvisable for them to continue in their present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.

(ii) Where a request is made under subclause 70.7(b)(i) and an Eligible Employee:

(A) does not provide the Employer with the requested certificate within seven days of the request or

(B) within seven days after the request, the Eligible Employee gives the Employer a medical certificate stating that the Eligible Employee is not fit for work

the Employer may require the Eligible Employee to commence their parental leave as soon as practicable.

(iii) Where an Eligible Employee provides a medical certificate under subclause 70.7(b)(i) which states that they are fit for work but it is inadvisable for them to continue in their present position, subclause 70.14 (Transfer to a safe job) will apply.

70.8 Unpaid pre-adoption leave

Employees' entitlement to pre-adoption leave is set out at clause 67 (Pre-adoption leave).

70.9 Where placement does not proceed or continue

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

(b) Where the Eligible Employee had, at the time, started a period of adoption-related leave in relation to the placement, the Eligible Employee's entitlement to Adoption-related leave is not affected, except where the Employer gives written notice under subclause 70.9(c).

(c) The Employer may give the Eligible Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long Adoption-related leave is cancelled with effect from that day.

(d) Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, the Employer must nominate a time not exceeding four weeks from receipt of notification for the Eligible Employee's return to work.

70.10 Special birth-related leave

(a) **Entitlement to unpaid special birth-related leave**

(i) An Eligible Employee is entitled to a period of unpaid special leave if they are not fit for work during that period because:

(A) They have a pregnancy-related illness; or

(B) all of the following apply:

1) they have been pregnant; and

2) the pregnancy ends after a period of gestation of at least 12 weeks otherwise than by the birth of a living Child or a Stillbirth.

(ii) An Eligible Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this clause.

(iii) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

(b) **Entitlement to paid special birth-related leave**

(i) An Eligible Employee is entitled to a period of paid special leave if their pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Employee gives birth but the Child subsequently dies.

(ii) Paid special leave is paid leave not exceeding the amount of paid leave available to Primary Carers under subclause 70.5(a)(plus superannuation).

(iii) Paid special leave is in addition to any unpaid special leave taken under subclause 70.10(a)(i).

(iv) Paid leave available to non-Primary Carers under subclause 70.5(a) will also apply in these circumstances.

(c) **Evidence**

If an Eligible Employee takes leave under this clause the Employer may require the Eligible Employee to provide evidence that would satisfy a reasonable person of the matters referred to in subclause 70.10(a)(i) or 70.10(b)(i) or to provide a certificate from a registered medical practitioner. The Eligible Employee must give notice to the Employer as soon as practicable, advising the Employer of the period or the expected period of the leave under this provision.

70.11 Variation of period of unpaid parental leave (up to 12 months)

(a) Where an Eligible Employee has:

(i) given notice of the taking of a period of Long Parental Leave under subclause 70.3; and

(ii) the length of this period of Long Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Long Parental Leave; and

(iii) commenced the period of Long Parental Leave; and

(iv) not taken a period of Flexible Long Parental Leave,

the Eligible Employee may extend the period of unpaid parental leave (up to the Eligible Employee's available entitlement to Long Parental Leave) by giving their Employer notice in writing of the extension and specifying the new end date for the leave. This one-off extension is to be notified as soon as possible but no less than four weeks before the end date of the original leave period. Nothing in this clause detracts from the basic entitlement in subclause 70.3 (Long Parental Leave – Unpaid) or subclause 70.11 (Variation of period of unpaid parental leave (up to 12 months)).

(b) If the Employer and Eligible Employee agree, the Eligible Employee may further extend or reduce the period of parental leave.

70.12 Right to request an extension of period of unpaid parental leave beyond 12 months

(a) An Eligible Employee entitled to Long Parental Leave pursuant to the provisions of subclause 70.3 may request the Employer to allow the Eligible Employee to extend the period of Long Parental Leave by a further continuous period of up to 12 months immediately following the end of the available parental leave.

(b) **Request to be in writing**

The request must be in writing and must be given to the Employer at least four weeks before the end of the available parental leave period.

(c) **Response to be in writing**

The Employer must give the Eligible Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

(d) **Refusal only on reasonable business grounds**

The Employer may only refuse the request on reasonable business grounds. Reasonable business grounds include, but are not limited to, the following:

(A) that the extension of the period of unpaid parental leave requested by the Employee would be too costly for the Employer

(B) that there is no capacity to change the working arrangements of other Employees to accommodate the extension of the period of unpaid parental leave requested by the Employee

(C) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the extension of the period of unpaid parental leave requested by the Employee

(D) that the extension of the period of unpaid parental leave requested by the Employee would be likely to result in a significant loss in efficiency or productivity; or

(E) that the extension of the period of unpaid parental leave requested by the Employee would be likely to have a significant negative impact on patient care.

(e) **Reasons for refusal to be specified**

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

(i) the details of the reasons for the refusal, including the business grounds for refusing the request and how those grounds apply to the Employee's request; and

(ii) either:

(A) any other extension of the period of unpaid parental leave that the employer would be willing to agree to, if applicable; or

(B) where there is no extension available as contemplated by state that there are no such changes; and

(iii) their right for the dispute to be resolved at the workplace level or by arbitration in accordance with the Dispute Resolution Process in this Agreement.

(f) The Dispute Resolution Procedure in the Agreement will apply to any grievance/dispute arising in relation to a request for flexible working arrangements. Without limiting the Dispute Resolution Procedure in the Agreement at first instance, the Employer and Employee will attempt to resolve the dispute at the workplace level through discussion before it is referred to the Commission.

(g) **Reasonable opportunity to discuss**

The Employer must not refuse the request unless the Employer has given the Eligible Employee a reasonable opportunity to discuss the request.

(h) **Employee Couples**

Where a member of an Employee Couple is requesting an extension to a period of Long Parental Leave in relation to a Child:

(i) the request must specify any amount of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken in relation to the Child before the extension starts

(ii) if the other member of the Employee Couple has given notice of an intention to take Flexible Long Parental Leave (in accordance with subclause 70.6(e)), the request must specify the number of flexible days that will not have been taken when the period of extended leave commences;

(iii) the period of extension cannot exceed 12 months, less any period of Long Parental Leave (other than Flexible Long Parental Leave) that the other member of the Employee Couple has taken, or will have taken, in relation to the Child before the extension starts, as well as a period equal to the other member's Notional Flexible Period (if subparagraph 70.12(h)(ii) applies above); and

(iv) the amount of Long Parental Leave to which the other member of the Employee Couple is entitled under subclause 70.3 in relation to the Child is reduced by the period of the extension.

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

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

70.13 Parental leave and other entitlements

(a) An Eligible Employee may use any accrued annual leave or long service leave entitlements concurrently with Long Parental Leave, save that taking that leave does not have the effect of extending the period of Long Parental Leave.

(b) For the purpose of this Agreement, an Employer will:

(i) Agree to an Eligible employee using annual leave in accordance with subclauses 54.1 & 54.2 and/or

(ii) grant long service leave in accordance with clause 66.6(a) or 66.6(b) concurrently with Parental Leave, either before or after paid parental leave

(c) Except as provided at clauses 1.1(b) and 54.9 (regarding excess annual leave accruals), nothing in this Agreement permits an Employer to require the taking of annual leave during a period of parental leave.

70.14 Transfer to a safe job

(a) For the purpose of subclause 70.7(b)(iii), where an Employee is pregnant and provides evidence that would satisfy a reasonable person that they are fit for work but it is inadvisable for the Employee to continue in her present position for a stated period (the risk period) because of:

(i) illness or risks arising out of the pregnancy, or

(ii) hazards connected with the position,

the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.

(b) **Paid no safe job leave**

If:

(i) subclause 70.14(a) applies to a pregnant Eligible Employee but there is no appropriate safe job available; and

(ii) the Eligible Employee is entitled to Long Parental Leave; and

(iii) the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under subclause 70.6 for taking Long Parental Leave

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

(c) If the Eligible Employee takes paid no safe job leave for the risk period, the Employer must pay the Eligible Employee at the Employee's rate of pay set out in Part 1 of the Appendix 2 for the Eligible Employee's ordinary hours of work in the risk period.

(d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.

(e) If an Eligible Employee, during the six-week period before the expected date of birth, is on paid no safe job leave, the Employer may request that the Eligible

Employee provide a medical certificate within seven (7) days stating whether the Eligible Employee is fit for work.

(i) If, the Eligible Employee has either:

(A) not complied with the request from the Employer under (e) above; or

(B) provided a medical certificate stating that she is not fit for work; then

the Eligible Employee is not entitled to no safe job leave and the Employer may require the Eligible Employee to take parental leave as soon as practicable.

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

If:

(i) subclause 70.14(a) applies to a pregnant Employee but there is no appropriate safe job available; and

(ii) the Employee will not be entitled to Long Parental Leave as at the expected date of birth; and

(iii) the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate),

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

70.15 Returning to work after a period of parental leave

(a) An Eligible Employee must confirm to the Employer that the Eligible Employee will return to work as scheduled after a period of Long Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.

(b) An Eligible Employee will be entitled to return:

(i) unless subclause 70.15(b)(ii) or subclause 70.15(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;

(ii) if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 70.14), to the new position

(iii) if subclause 70.15(b)(ii) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or their Spouse, to the position held immediately before starting to work part-time.

(c) Subclause 70.15(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause . In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.

(d) Where the relevant former position (per subclauses 70.15(b) and 70.15(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.

(e) The Employer must not fail to re-engage an Eligible Employee because:

(i) the Eligible Employee or Eligible Employee's Spouse is pregnant; or

(ii) the Eligible Employee is or has been immediately absent on parental leave.

(f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

(g) **Stillbirth or death of child – cancelling leave or returning to work**

(i) In the event of a Stillbirth, or if a Child dies during the age of two starting on the child's date of birth, then an Eligible Employee who is entitled to a period of unpaid parental leave in relation to the Child may:

(A) before the period of leave starts, give their Employer written notice cancelling the leave; or

(B) if the period of leave has started, give their Employer written notice that the Employee wishes to return to work on a specified day (which must be at least 4 weeks after the date on which the Employer receives the notice).

(ii) Where notice under subclause 70.15(g)(i) is given, the Employee's entitlement to Long Parental Leave in relation to the Child ends:

(A) if the action is taken under subclause 70.15(g)(i)(A), immediately after the cancellation of the leave; or

(B) if the action is taken under subclause 70.15(g)(i)(B), immediately before the specified day.

(iii) This subclause 70.15(g) does not limit subclause 70.11(b) (dealing with the Employee reducing the period of unpaid parental leave with the agreement of the Employer).

(h) **Employee who ceases to have responsibility for care of Child**

(i) This subclause applies to an Employee who has taken unpaid Long Parental Leave in relation to a Child if the Employee ceases to have any responsibility for the care of the Child for a reason other than because:

(A) of a Stillbirth; or

(B) the Child dies during the 24-month period starting on the child's date of birth.

(ii) The Employer may give the Employee written notice requiring the Employee to return to work on a specified day.

(iii) The specified day:

(A) must be at least 4 weeks after the notice is given to the Employee; and

(B) if the leave is birth-related leave taken by an Employee who has given birth, must not be earlier than 6 weeks after the date of birth of the Child.

(iv) The Employee's entitlement to Long Parental Leave in relation to the Child ends immediately before the specified day.

70.16 Replacement Employees

(a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Eligible Employee proceeding on parental leave.

(b) Before the Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Eligible Employee who is being replaced to return to their pre-parental leave position.

70.17 Communication during parental leave – organisational change

(a) Where an Eligible Employee is on parental leave and the Employer proposes a change that will have a significant effect within the meaning of clause 18 (Consultation) of this Agreement on the Eligible Employee's pre-parental leave position, the Employer will comply with the requirements of clause 18 (Consultation) which include but are not limited to providing:

(i) information in accordance with subclause 18.4; and

(ii) an opportunity for discussions with the Eligible Employee and, where applicable, the Eligible Employee' representative in accordance with subclause 18.6.

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

(c) The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 70.17.

70.18 Keeping in touch days

(a) This clause does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Long Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Long Parental Leave.

(b) Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:

(i) the purpose of performing the work is to enable the Eligible Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave; and

(ii) both the Eligible Employee and Employer consent to the Eligible Employee performing work for the Employer on that day; and

(iii) the day is not within:

(A) if the Eligible Employee suggested or requested that they perform work for the Employer on that day – 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates or

(B) otherwise – 42 days after the date of birth, or day of placement, of the Child; and

(iv) the Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days, subject to (d)(ii) below.

(c) The Employer must not:

(i) exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day; or

(ii) unreasonably refuse an Employee's request to work a keeping in touch day.

(d) For the purposes of subclause 70.18(b)(iv) the following will be treated as two separate periods of unpaid parental leave (meaning that an Eligible Employee can work up to ten keeping in touch days during each period of leave):

(i) a period of Long Parental Leave taken during the Eligible Employee's available parental leave period under subclause 70.3 (Long Parental

Leave – Unpaid) and 70.11 (Variation of periods of unpaid parental leave (up to 12 months)); and

(ii) an extension of the period of Long Parental Leave under subclause 70.11 (Right to request an extension of period of unpaid parental leave beyond 12 months).

(e) Subclause 70.18(a) does not apply in relation to the Eligible Employee on and after the first day on which the Employee takes flexible unpaid parental leave in relation to the Child.

70.19 Undertaking paid work while on a period of Parental Leave with the same Employer

(a) For the removal of doubt, an Employee is not prevented from seeking additional paid work with an Employer during a period of parental leave with that Employer, subject to the Employer and Employee reaching agreement on the terms under which that work will be performed.

(b) Where an Employee seeks additional paid work in accordance with subclause 70.19(a), the performance of such work is without prejudice to any benefits to which the Employee is entitled under this Agreement in respect of their substantive employment, including under clauses 70.15 and 70.18.

Note: Employees should be aware that undertaking work during a period of paid parental leave may affect their eligibility to receive benefits under the Commonwealth Government paid parental leave scheme.

71. Purchased Leave

This clause does not apply to casual Employees.

71.1 An Employee may, if mutually agreed with the Employer, purchase up to 4 weeks additional paid leave (referred to as Purchased Leave) in a twelve-month period at ordinary pay.

The additional paid leave is purchased through salary deductions made over the whole year. The amount deducted will correspond with the amount of leave purchased as per the table below:

Purchased leave arrangement	Weeks' additional leave purchased	Proportion of annual pay paid each week
48/52	4	48/52
49/52	3	49/52
50/52	2	50/52
51/52	1	51/52

For Example:

An Employee who purchased four (4) additional weeks leave would be paid 48/52 or 92.31% of the ordinary rate of pay throughout the relevant 12-month period. If an Employee purchased an additional 2 weeks leave, the Employee would be paid 50/52 or 96.15% of the ordinary rate of pay throughout the relevant 12-month period.

71.2 All penalties, allowances, loadings or like payments are to be calculated under this Agreement as if the Employee was not participating in the Purchased Leave Arrangement.

71.3 An Employee participating in a Purchased Leave Arrangement accrues annual leave on the same basis as they would have had they not entered the Purchased Leave Arrangement and is paid leave loading or projected penalties/allowances in respect of such leave in accordance with the terms of the agreement. Purchased Leave does not attract annual leave loading or projected penalties/allowances

71.4 Purchased Leave may be taken in conjunction with other types of leave.

71.5 Purchased Leave must be used in the twelve-month period in which it is purchased.

71.6 The Employer may grant Purchased Leave for a twelve (12) month period, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.

71.7 Where the:

(a) arrangement, has been varied or cancelled because of extraordinary circumstances; or

(b) Employee's employment terminates; or

(c) purchased leave has not been taken in the relevant 12-month period

the Employer will refund the amount of salary deducted in respect of any unused purchased leave as a lump sum. In the case of variation or cancellation, payment will be made no later than two pay periods following notification of the variation or cancellation.

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

71.9 Where the Employee does not consent to the deduction of monies, the Employer and the Employee will agree to a repayment arrangement. The agreement has to be in writing, and has to set out the following:

(a) The reason for the repayment

(b) The amount of money owed

(c) The way repayments will be made

(d) How often repayments will be made

72. Fitness for Work

72.1 Definition

In this clause 72, Treating Practitioner means any AHPRA Registered Health Practitioner relevant to the fitness for work concern including, where relevant, an AHPRA-registered health practitioner delivering a program (such as the Nursing and Midwifery Health Program Victoria) attended by the Employee, or a psychologist.

72.2 Fit for Work

(a) The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.

(b) Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures

put in place by the Employer and any related occupational health and safety requirements.

72.3 Addressing concerns about Fitness for Work

(a) In the event the Employee's manager forms a reasonable belief (as defined at subclause 72.3(b) below) that an Employee may be unfit to perform their duties, the Employer will act in a timely manner to promote physical, mental and emotional health so that Employees can safely undertake and sustain work.

(b) In this clause reasonable belief means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities. Nothing in this clause permits an Employer to act contrary to the *Health Records Act 2001* (Vic).

(c) The Employer will:

(i) take all reasonable steps to give the Employee an opportunity to answer any concerns which are the subject of the reasonable belief (which will include the Employer outlining the concern in writing and offering to meet the Employee),

(ii) recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Employer

(iii) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that Employees can safely undertake and sustain work; and

(iv) take these responses into account in considering whether reasonable adjustments can be made in order that the Employee can safely undertake and sustain work.

72.4 Report from Treating Practitioner

(a) Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer may request the Employee to obtain a report from the Employee's Treating Practitioner regarding the Employee's fitness for work, provided that:

(i) An Employee receiving treatment from a Treating Practitioner under the Nursing and Midwifery Health Program Victoria shall not be required to obtain a report from that practitioner and may instead obtain the report from a different Treating Practitioner.

(b) Where this occurs:

(i) the Employer will:

(A) provide to the Employee, in writing, the concerns and information that forms the basis of the reasonable belief to assist the Employee's Treating Practitioner to provide a report to the Employee; and

(B) cover the cost and expenses of the appointment and report; and

(ii) The Employee will:

(A) advise the Employer of the Employee's Treating Practitioner

(B) provide a copy of the report to the Employer; and

(C) meet with the Employer to discuss any report.

(c) Report from IME

If, on receipt of the report, and (where reasonably practicable) following discussion, the Employer continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the Treating Practitioner, the Employer may require the Employee to attend an independent medical examination (IME).

The Employer will:

(i) pay for the cost and expenses of the appointment and report

(ii) provide a copy of the IME report to the Employee; and

(iii) meet with the Employee to discuss any report.

(d) Information to Employee before IME

Before the Employee attends an IME under subclause 72.3(c) above, the Employee will be provided with a copy of:

(i) the name of the proposed IME; and

(ii) any correspondence (including any supporting material) proposed to be sent to the IME.

(e) Employee consultation and right to supplement information

Before attending an IME, the Employee may:

(i) supplement the material to be provided to the IME; and/or

(ii) meet with the Employer to consult about the material the Employer proposes to provide the IME. The Employee's representative may attend the meeting.

(f) Relationship to WIRC

(i) This sub-clause 72.4 does not apply to an injury that is the subject of an active WorkCover claim. Matters regarding an Employee's Fitness for Work regarding an injury that is the subject of a WorkCover claim will be managed in accordance with the WIRC Act including the Employer's obligation to provide a safe work environment.

(g) Relationship to Personal Leave

The processes in this clause 72 do not apply to a period of personal leave under clause 51 (Personal Leave) of this Agreement.

(h) Safe Work Environment is paramount

Nothing in this clause 72 prevents an Employer from taking any reasonable step in the workplace to ensure a safe work environment.

73. Climate Change Mitigation and Sustainability

73.1 Acknowledgment

The parties acknowledge that:

(a) the climate is changing, and this affects the health and wellbeing of Victorians:

(b) Health Services use significant amounts of energy and water and generate large volumes of waste

(c) the *Climate Change Act 2017* has a long-term emissions reduction target for Victoria of net zero greenhouse gas emissions by the year 2050 with a series of interim targets to achieve that goal and the Victorian Government has announced a revised target of 2045 for net zero; and

(d) Employees and Health Services have a role to play to support the achievement of that target, which includes through discussion, information sharing and cooperation.

73.2 Continuous improvement

(a) Employees and Employer support continuous improvement to improve environmental sustainability including:

(i) At an industry level through the MHIIC at clause 12
(ii) At a local workplace level through:

(A) the WIC; and/or
(B) a local body established for the purpose of consulting over environmental sustainability and climate change (however described).

(b) Employer and Employees support the development of local processes to:

(i) integrate climate and environmental considerations into the evidence based decision-making process

(ii) engage with Employees and other health service employees to consult over matters of environmental sustainability including possible mitigants such as:
(A) recycling and waste reduction
(B) better use of technology
(C) healthy sustainable buildings, infrastructure and materials; and
(D) the delivery of health services,

(iii) implement change at the workplace level to achieve environmental sustainability objectives including through local action plans as Health Services seek to move to 100% renewable energy by 2025.

73.3 Education

(a) It is acknowledged that education concerning climate related health topics may be directly relevant to an Employee's role within the meaning of clause 133 - Professional Development Leave; 173 – Professional Development Leave.

(b) The Employer will encourage and support the inclusion of climate-related health topics as part of education provided to Employees.

73.4 Introduction of Sustainability Representative

(a) Each Employer will actively encourage up to two interested Employees (with a minimum of one nurse) per ward or unit to become a Sustainability Representative.

(b) Where the Sustainability Representative requests time release to participate in sustainability activities in the ward / unit or Employer, such time release will not be unreasonably refused.

73.5 Discussions with Unions

Upon request, a Health Service will meet a representative of each Union to discuss the sustainability report of the Health Service.

SECTION 1 | PART H: RESOURCES

74. Rural - Four Wheel Drive/All-Wheel Drive

To improve the safety for rural and other relevant community practitioners, and where the need exists, at least one 4WD/AWD vehicle is to be made available to each rural community team. The vehicles are to be purchased as soon as vehicle replacement occurs.

75. Rural - Satellite Telephones

To improve safety for rural and other relevant community practitioners, the Employer shall provide access to satellite telephones when required to attend community contacts and mobile coverage is limited.

76. Training

The Employer should provide the necessary training to enhance efficiency and productivity in relation to computerised documentation and treatment plans.

SECTION 1 | PART I: STAFFING

77. Recruitment to Vacant Position

77.1 The process for advertising and filling vacancies will be as follows:

(a) Each service subject to subclause 138.1, will have a staffing profile based on EFT of nurses.

(b) Where a vacancy arises within an existing staffing profile, the responsible manager will initiate action to advertise the vacant position internally and/or externally after receiving notice of the resignation/termination.

(c) The Employer shall, as soon as is practicable, (and ordinarily within 8 days (not including weekends or public holidays)) advertise all vacancies that arise where the vacancy relates to a position that but for the vacancy occurring would have been ongoing.

77.2 In order to support these measures, Employees intending to resign are required to give a minimum of four weeks' notice, unless a shorter period is agreed to between the Employee and Employer.

77.3 The Employer will consult with the Employees and their unions about any changes.

77.4 Advertisement of position

Any notice, circular or advertisement for a position regulated by this Agreement shall specify the classification, mode of employment, any mandatory qualifications or salary grade applicable.

77.5 Additional Measures

(a) Where, despite genuine recruitment efforts the Employer has been unable to recruit to a vacant position outlined in 77.1(a), the Employer will notify the Union in writing.

(b) Genuine recruitment efforts means internal and external advertising. Such efforts will be recorded in writing and available for inspection by the Unions or Union representative.

78. Time Limit on Higher Duties

78.1 Where following vacancy advertisement as per clause 77, an Employee has been performing higher duties due to a vacancy for a continuous period of 9 months, the employee will be permanently appointed to the role unless the employee requests otherwise in writing.

78.2 This provision will not apply where the role is subject to a notified change process as per clause 24 and the Dispute Resolution Procedure. Any period between the notification of the change and the implementation of that change will not count for the purpose of 78.1.

79. Community Mental Health Discipline Mix

79.1 The Parties agree that a multidisciplinary approach in teams, having regard to client needs and the model of care, can provide improved outcomes for clients.

79.2 Obligation to replace a Nurse with a Nurse

Subject to 79.4 and 79.5, a position within a community team which at the commencement of the 2020 Agreement was occupied by a Nurse will be replaced with a Nurse.

79.3 Records

Each Employer will maintain a written record of nursing positions within teams subject to clause 83 (CWMS) and clause 84 (CTWMS). This record will be made available to the Union/s upon request. Immediately following 30 March and 30 September each year, Employer will provide a copy of the written record in the format agreed by the MHIIC.

79.4 Patient Safety/Employee workload considerations

If following a reasonable recruitment process for a Nurse (in accordance with clause 77) a suitably qualified nurse is not able to be appointed and the workload of the team and/or client's safety would be compromised by a further delay in recruitment the Employer may permanently appoint an alternative discipline and notify the local MHICC by writing of the following:

(a) The role title

(b) The steps that were taken to fill the vacancy

(c) The plan to permanently appoint a nurse to an alternative role or upcoming vacancy within community mental health covered by the Agreement and the expected timelines; and

(d) The written record at 79.4 will be updated to reflect the outcome of 79.5

79.5 Change

An Employer may utilise clause 18 where, instead of following the process at 79.4, they propose to permanently alter the overall discipline mix recorded in accordance with 79.3. In doing so, the Employer must be able to demonstrate the changes in consumer need for the team and how the care needs will be met.

80. Community Mental Health Teams staffing establishment

(a) In the first 6 months from the operation of the Agreement, work will be undertaken by the parties and the Department of Health to map the staffing levels for community mental health teams and to record as a minimum staffing level for these services.

(b) These minimum levels and change arrangements will be recorded in a MOU between the Department, VHIA and both Unions.

(c) Backfill will remain subject to existing EBA provisions.

(d) Where any change to the staffing level of the community mental health team is proposed the consultation processes of clause 18 (Consultation) will apply prior to any such change occurring.

81. Community Mental Health Engagement Worker

81.1 Newly graduated health practitioners who are nurses (Registered and Enrolled), social workers and occupational therapists may be employed as 'Community mental health engagement workers' in community-based services.

81.2 The role will also provide a pathway into mental health for newly registered health practitioners.

81.3 Purpose of the role

(a) The role will help improve consumer outcomes by:

(i) assisting consumers and their families and carers to navigate mental health services

(ii) provide information to enable improved access to other services (such as general practice, other health specialists and associated clinical services, consumer or carer peer support, carer respite, the NDIS and other social welfare agencies) and

(iii) freeing up clinicians to focus on their therapeutic work

(iv) other duties as directed by health service within scope of qualification and role classifications.

81.4 The role will work under direct supervision from a health practitioner and not be allocated a caseload.

81.5 The role will be fixed term for a maximum of 18 months.

81.6 Classification

(a) The commencing classification for each eligible discipline will be as follows:

(i) PEN Level 1 Year 7

(ii) OT Grade 2

(iii) RPN Grade 2 Year 1

(iv) SW Grade 2

82. Aboriginal Healthcare Worker Traineeship (Mental Health)

82.1 Application

(a) The Aboriginal Healthcare Worker (Mental Health) Traineeship Program is a Victorian State Government initiative designed to increase the Aboriginal workforce within the public mental health sector whilst increasing culturally safe and inclusive mental health care for Aboriginal people.

(b) This clause applies only to the employment of an Aboriginal Health Worker Traineeship (Mental Health).

(c) Anyone who is initially engaged pursuant to this Traineeship Program will be classified as Aboriginal Health Worker Trainee for the duration of their Traineeship.

82.2 Definitions

(a) **Approved Training** means the Degree of Bachelor of Health Sciences (Mental Health) at Charles Sturt University (Traineeship).

(b) **Trainee** means Aboriginal Health Worker (Mental Health) Trainee.

(c) **Traineeship** means a Trainee enrolled in Degree of Bachelor of Health Science (Mental Health) at Charles Sturt University in Wagga Wagga, New South Wales.

82.3 Conditions

(a) The Trainee must be enrolled in the Approved Training.

(b) The Trainee must be of Aboriginal and/or Torres Strait Islander background.

(c) The Trainee will on a fulltime maximum term contract.

(d) The Trainee will be expected to maintain satisfactory course progress and to complete the course in three years.

(e) The Employer will meet the student contribution costs of the Approved Training and release the Trainee from duty to attend campus or placements as required.

(f) The Employer will ensure that there is appropriate support to ensure that the Trainee are able to undertake the study modules.

(g) The Trainee must be an undergraduate student and will work under the supervision of a Health Practitioner. The Employer will ensure that the Trainee will have access to this supervision.

(h) Allowances will be paid in accordance with Section 3 – Health Professionals.

(i) Upon successful completion of the Traineeship, the Trainee will be offered ongoing employment and paid as per the Grade 3 Health Professional table in Schedule 2.

(j) Where the employment of Aboriginal Health Worker Traineeship (Mental Health) by an Employer is continued after the completion of the traineeship period, such employment period will be counted as service for the purposes of this Agreement or any other legislative entitlement.

82.4 Duties

(a) Participate in the development and implementation of mental health services to promote the social and emotional well-being of aboriginal people and the wider community.

(b) Learn about, observe and develop skills to provide responsive and culturally appropriate mental health services to consumers across the lifespan.

(c) Provide information, consistent with the academic curriculum, about healthy lifestyles and support changes in lifestyle and self-care strategies (e.g. nutrition, exercise, smoking, alcohol and stress).

(d) Actively contribute to multidisciplinary discussions and planning.

(e) Work collaboratively with families, communities, relevant agencies, health service staff and relevant support services to ensure consumer needs are met.

(f) Working alongside Health Practitioners, participate in the referral, assessment, review and discharge processes.

(g) Be actively involved in the provision of health promotion and community development programs.

(h) Advocate and advise on behalf of Aboriginal and Torres Strait Islander consumers at case discussions and legal hearings (as appropriate) to ensure that the needs of the consumers are expressed.

(i) Undertake documentation of all consumer involvement in the prescribed notes, ensuring that these are countersigned by the supervising Health Practitioner.

(j) Report within a timely manner, any identified issues of concern.

83. Community Workload Management System (CWMS)

83.1 Each Employer to operate and maintain a CWMS

(a) A Community Workload Management System (CWMS) agreed between the Employer and Unions is to be operated and maintained by each Employer via the local Mental Health Workplace Implementation Committee (MHWIC).

(b) The CWMS must operate in accordance with the CWMS principles at subclause 83.3.

(c) The parties will cooperate through the MHICC to replace the existing CWMS referred to at 83.1(a) with a generic electronic CWMS system as soon as practicable and no later than the end of 2027.

83.2 Reporting Requirements

The parties to the Agreement are committed to embedding an effective CWMS system. The parties understand this requires collaboration and co-operation between the parties.

(a) In order to assist this process, the Employer will:

(i) develop a reporting template, in consultation with the Unions, to record data for each relevant community team; and

(ii) provide this data quarterly to the parties via the local and central MHIIC.

(b) Where the data shows that the CWMS principles have not been met, the parties will:

(i) seek to identify the reason(s); and

(ii) discuss the actions that have been taken or are proposed to be taken to address this,

(c) Where, after the steps outlined in 83.2(b), a member of the local MHIIC is not satisfied that actions are sufficient to satisfy the CWMS principles, the local MHIIC will genuinely attempt to resolve concerns through discussion.

(d) No party to the local MHICC or person covered by the Agreement will be prejudiced as a result of either the provision of data or the discussions under this sub-clause 83.2 or initiate a dispute where 83.2(c) is being complied with.

(e) For the avoidance of doubt, clause 83.2 does not prevent an Employee or their representative enforcing their rights in accordance with clause 83.8.

83.3 CWMS Principles

(a) The CWMS is required to apply the following in respect of each community clinician:

(i) Direct clinical commitments time of up to 60% of working hours inclusive of a secondary caseload allocation; and

(ii) Organisational time and practitioner development time of not less than 40% of working hours)

(b) All tasks assigned to an Employee, including caseload allocation and fixed and variable clinical and organisational commitments, must be capable of being completed within the Employee's normal ordinary weekly or fortnightly hours of duty.

83.4 Exceptions to clauses 83.3(a)

(a) Clinicians in a Community Mental Health Team in training positions, graduate positions, project positions or newly appointed staff on designated orientation periods will have direct clinical commitment hours of less than 60 % for a time limited period as part of their position work plan arrangements, and in line with their skill level and /or orientation needs.

(b) Supervisors/team leaders/senior clinicians in a Community Mental Health Team will have Organisational and Practitioner Development hours allocated to reflect any additional supervisory/management duties required to be undertaken.

83.5 Status Quo for an Employer at 40% or above

Services that have organisational and practitioner development allocation (as per clause 83.3 above) at 40% or above must maintain the status quo.

83.6 Variation

The CWMS Principles at clause 83.3(a) may be varied by agreement between the Unions and the Employer to deal with peculiar, localised need where evidenced. This will be recorded in writing as a local agreement signed by the parties.

83.7 Definitions

(a) Agreed means agreed between the Employer and Unions via the local MHWIC.

(b) Overarching principles are those contained at 9.6.3(e) of the January 2011 publication '*Victorian Public Mental Health Caseload Management Standard 2011'*.

	Column A	**Column B**
No.	**Direct clinical commitments**	**Organisational and Practitioner Development commitments**
1	Client contact and/or engagement with families or carers and/or nominated persons (includes Registered Contacts); this includes patients or clients previously registered with the mental health service	Handover
2	Unregistered client contact such as when services are provided to people who are not registered with the local area mental health service.	Rostered duty time
3	Community centred contact occurs when a service is provided by the mental health service to a community organisation or service provider working in a non-mental health specific setting. This includes, but is not limited to, the following: (a) Consultation services (b) Case conferences (c) Community Education and social activities (d) Community Development activities	Staff/team meetings
4	Clinically related administrative work (e.g. Reading, researching or reviewing any patient's documentation for any purpose)	Rest breaks
5	Other clinical direct care duties required by the team	Clinical Review Meeting(s)
6	Travel time	ADO (full-time Employees)
7	Intra-agency liaison meetings and training	CWMS reviews time (between Employee and Manager). Time to meet/complete CWMT.
8	Individual Clinician triage and allocation	Supervision of students (if applicable)
9	Review and Discharge	Portfolios, however titled (if applicable)
10	Discipline specific responsibilities	Clinical supervision
11	Time for documentation requirements, such as, but not limited to: (a) Progress notes and clinical documentation (b) Clinical review preparations (c) Outcome measures (d) Reports	Staff/Professional Development

	Column A	Column B
	(e) Risk assessments (f) Statistics	
12	Secondary caseload	

83.8 Non-compliance

(a) In the event an Employee's workload is not compliant with this clause, the Employer will take immediate steps to adjust the Employee's workload to ensure compliance.

(b) From the commencement of this Agreement, where the Employees' workload remains non-compliant within two months after the completion of the monthly reporting period, the Employer will take the following immediate steps:

(i) the Employee will be rostered 1 clear day free from direct clinical care (non-direct clinical time) during the next reporting period; and

(ii) the Employee will not be allocated any additional cases that will increase Column A activity until such time the Employee's workload meets the 60/40 threshold.

(c) The period of time referred to in 0(a) will reduce to one month following the end of the reporting period once the electronic reporting tool referred to in 83.8(c) is implemented.

(d) Subclause 83.8(b) will not apply where:

(i) the Employee does not complete the tool.

(ii) the Employee has been on periods of absence that distort the reporting results.

(iii) the MHICC through consensus provides an exemption to the obligation at 83.8(b)(ii) to a specific area in writing for a prescribed period of time.

(e) Workload will be assessed at the same point each month.

83.9 Overtime

Overtime and/or time in lieu should not be used as a means to augment the existing workforce or workload requirements.

83.10 Secondary caseloads

(a) In determining how to manage the caseload of a clinician during periods of planned and unplanned absences, consideration will be given at team level to the following:

(i) other clinician's caseload commitments

(ii) the principle that a clinician's caseload capacity and case management (including secondary caseload capacity) is determined by the CWMS and requirements referred to in this clause.

(b) Where the full or partial secondary caseload is agreed to be absorbed within the team the cases will be appropriately allocated according to the above principles and will comply with the CWMS principles

(c) Backfill will be provided if the secondary caseload is unable to be managed despite active prioritisation of caseload at team level.

83.11 No Disadvantage

No clinician will be subject to less favourable treatment by the Employer by reason of the Employee seeking to enforce their rights under this clause.

83.12 Application of the Dispute Clause

83.13 The Disputes clause of this Agreement applies to this clause, including whether a review is warranted for a particular Employer and in respect of sub-clause 83.8.

84. Crisis Team Workload Management System (CTWMS)

84.1 Definition

A crisis team means, for the purpose of this clause, ECATT, CATT, Triage or like service. Integrated teams which perform both crisis and case management functions will continue to utilise the Community Workload Management System at clause 83.

84.2 Workload Management Arrangement

An Employee of a crisis team will be rostered the following time free from direct clinical care (non-direct clinical time):

(a) 0.9 to 1 EFT – 2 clear days per month

(b) 0.4 to 0.8 EFT – 1 clear day per month

84.3 Calculation of EFT

(a) Subject to (b), the EFT referred to in 84.2 is contracted hours.

(b) Where an employee formally increases their contracted hours for a single period greater than a fortnight as, the additional rostered hours will count for the purposes of the EFT referred to in clause 84.2.

84.4 Rosters

(a) Non-direct dare clinical time will be marked on the roster when released in accordance with clause 127 (Rest breaks, rosters and meal breaks).

(b) An Employee's non-direct clinical time may be altered by the Employer once during the roster period. If, however, it is altered more than once and the Employee consequently performs direct clinical work during their previously rostered non-direct care clinical time, then such hours will be paid at overtime rates of pay.

84.5 Impact of paid planned leave on time free from direct clinical care.

(a) For the purposes of this sub-clause a week is defined as half of the fortnightly contracted hours.

(b) The entitlement at 84.2 will be reduced as follows:

(i) 0.9 EFT to 1 EFT

(A) Greater than 3 weeks of paid planned leave within the roster period will result in a reduction of 2 days of time free from direct clinical care for the roster period.

(B) Greater than 1 week but not greater than 3 weeks of paid planned leave within the roster period will result in a reduction of 1 day of time free from direct clinical care for the roster period.

(C) 1 week or less of paid planned leave within the roster period will result in no reduction of time free from direct clinical care for the roster period.

(ii) 0.4 EFT to 0.8 EFT

(A) Greater than 2 weeks of paid planned leave within the roster period will result in a reduction of 1 day of time free from direct clinical care period.

(B) 2 weeks or less of paid planned leave within the roster period will result in no reduction of time free from direct clinical care for the roster period.

(c) Any paid planned leave taken after the release of the roster will be considered in accordance with subclause 84.5 as part of the following roster period.

85. Demand Escalation Policy

85.1 Each Employer will maintain and apply a demand escalation policy in accordance with this clause no later than six months after the commencement of this Agreement.

85.2 Demand escalation policies will be developed and revised in consultation with Employees and the Unions.

85.3 Employer and the Union understand the potential impact unplanned increases in demand has on both patient and employee safety. The purpose of this clause is to promote:

(a) safe patient care

(b) staff safety; and

(c) a risk management framework in managing an increase in demand.

85.4 Principles of policy

(a) Health Services will experience unplanned increases in demand.

(b) The appropriate planning and recording of escalation plans will assist in responding to such demand and in the process promote the health and safety of staff and patients.

(c) Collaborative risk assessments should inform the development of such plans.

(d) Employees need to have access to escalation plans and the process for implementing the escalation plan so there is minimum delay in the Health Service responding to increases in demand.

(e) The operation of the escalation plan will be dependent on collaboration between Health Service nursing and midwifery senior managers and Ward/Unit Management on a shift-by-shift basis taking into account matters including occupancy and patient acuity.

85.5 Each Employer will have policies, developed in consultation with Employees and the Union, which set out the precise process to be followed to ensure patient and staff safety when:

(a) service demand is approaching capacity

(b) there is an identified risk to patient or employee safety.

85.6 The policy will have considered relevant risk assessments, in particular where circumstances require nursing care to be provided in an alternative environment, and relevant legislation, regulations or guidelines.

85.7 The policy will encapsulate the principles set out in subclause 85.4 above and contain specific information which sets out the following:

(a) the trigger point(s) for the activation of the policy, noting that these trigger points should act as an early warning system

(a) the accountabilities of those employees involved in the decision-making process

(b) the process to be followed for those responsible for implementing the process, including the means to access additional, immediate and appropriate resources including appropriately qualified nursing staff

(c) the identification of any alternative environment whereby Nursing care may be provided

(d) the process for orientating staff to the alternative area and the requirement to perform a risk assessment in circumstances where one has not been completed; and

(e) the de-escalation process.

86. Early Intervention Support Team

86.1 Forensicare will establish and maintain an Early Intervention Support Team at Thomas Embling Hospital. The team assists to safely reduce restrictive practices and occupational violence and aggression through primary, secondary, and tertiary preventative strategies. Their role is designed to support continuity of care and enhance the therapeutic work undertaken at Thomas Embling Hospital.

86.2 A member of the Early Intervention Support Team should be able to:

(b) provide support to unit-based staff in a timely manner

(c) engage consumers through individual and group activities

(d) use de-escalation, sensory modulation, and distraction techniques

(e) assist with on-campus consumer escorts

(f) support seclusion reviews, and

(g) respond to incidents, should there be multiple responses needed, including where secondary responders have attended.

86.3 The team will include 17.8 EFT nursing positions, as set out below:

(a) 1 employee classified at RPN5 as a Clinical Nurse Consultant
(b) Morning shift- 3 Nurses
(c) Evening shift- 3 Nurses
(d) Night shift- 3 Nurses

86.4 Operational allocation shall be monitored by clinical administration.

86.5 The staffing profile in this clause must be maintained at all times. By the election of the employee and with the agreement of the Employer, nurses may be appointed to the roles on an ongoing basis or on secondment basis for up to 12 months, unless otherwise agreed between the parties.

86.6 Each team member would be notionally rostered to a home unit, would not carry a patient case load and be available to attend to issues as required.

86.7 Any new policy, procedure or skill mix that is proposed with regard to the Early Intervention Support Team, needs to be agreed between the parties through consultation

SECTION 1 | PART J: WORKPLACE RIGHTS AND UNION MATTERS

87. Union Matters

87.1 Access to Employees – General

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

87.2 Access to Employees – Electronic communication

The Employer will ensure that:

(a) emails from the Union domain name are not blocked or restricted by or on behalf of the Employer, except in respect of any individual Employee who has made a written request to the Employer to block such emails

(b) emails from Employees to the Union are not blocked or restricted by or on behalf of the Employer

(c) access from health service computers and like devices to Union websites and online information is not blocked, or limited

(d) where a genuine security concern arises regarding the above, the Employer will immediately notify the Union to enable the security concern to be addressed.

87.3 Access to Employees – Orientation

(a) For the purposes of facilitating the orientation of new Employees and in particular to familiarise such Employees with the operation of this Agreement, the HACSU and the ANMF shall be provided, in writing on a quarterly basis, with the dates, times and venues of any orientation/induction program involving new Employees and be permitted to attend and address the new Employees. If the dates of these programs are fixed in advance for a regular day and time then a list will be sent to the HACSU and the ANMF as soon as such dates are fixed

(b) Where the dates of orientation/induction programs are not fixed in advance, HACSU and ANMF will receive reasonable notification of at least 14 days to enable a representative to attend and address.

(c) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation / induction. An Employer and Union may agree to an alternative means by which the Union can access new Employees who are eligible to be members of the Union, including where orientation / induction programs are conducted on-line or the Union cannot reasonably attend the premises. Any alternative means of access agreed to between the Employer and Union under this clause must be consistent with the Act.

87.4 Delegates and Occupational Health & Safety Representatives

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

(a) In this subclause 87.4

(i) Representative means a Union Delegate, Deputy HSR or HSR

(ii) Eligible Workers means:

(A) In the case of a Union Delegate, members of the Union and any other persons eligible to be members of the Union; and

(B) In the case of a HSR, members of the designated work group eligible to be represented by the HSR.

(iii) Union Delegate means an Employee who presents themselves as a delegate of a Union to their Employer, subject to:

(A) the relevant Union's applicable policies (if any); and

(B) the relevant Union confirming in writing the Employee's status as a Union Delegate.

(b) A Union Delegate is entitled to:

(i) represent the industrial interests of Eligible Workers, including in disputes between that person and the Employer; and

(ii) reasonable communication with members of the Union, and any other persons eligible to be members of the Union, in relation to their industrial interests. Communication may occur during working hours or work breaks, or before or after work.

(c) For the purposes of representing the industrial interests of members of the Union and any other persons eligible to be members of the Union, a Union Delegate is entitled to reasonable access to the workplace of the Employer and any workplace facilities where work of the Employer is being undertaken.

(d) A Representative is entitled to reasonable time release from duty to:

(i) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings

(ii) access reasonable preparation time before meetings with management disciplinary or grievance meetings with Eligible Workers

(iii) in the case of a Union delegate:

(A) appear as a witness or participate in conciliation or arbitration, before the commission; and/or

(B) present information on the Union at orientation sessions for new Employees.

(e) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.

(f) A Representative will be provided with access to facilities such as:

(i) telephones

(ii) computers

(iii) email

(iv) noticeboards

(v) meeting rooms or areas to hold discussions that are fit for purpose, private and accessible by the workplace delegate and Eligible Workers

(vi) Wi-Fi

(vii) a lockable filing cabinet or other secure document storage area; and

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

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

(g) Except as otherwise required by law, the Employer will not:

(i) unreasonably fail or reuse to deal with a Union Delegate; or

(ii) knowingly or recklessly make a false or misleading representation to a Union Delegate; or

(iii) unreasonably hinder, obstruct or prevent a Union Delegate from exercising any of their rights

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

87.5 Noticeboard

(a) A noticeboard for the Union's use will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the Union are employed.

(b) The Union and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the Union.

87.6 Meeting Space

In the absence of agreement on a location for the holding of Union meetings, the room where one or more of the Employees who may participate in the meeting ordinarily take meal or other breaks will be the meeting room for the purpose of union meetings. Nothing in this clause is intended to override the operation of the Act.

87.7 Secondment to the Union

The Employer will, on application, grant leave without pay in writing, to an Employee for the purpose of secondment to work for the Union subject to the Employer's reasonable operational requirements. Such absence will not break service but not count as service for LSL purposes.

87.8 Employees holding union official positions

The Employer will, on application by the Union, grant leave without loss of pay to an Employee for the purpose of fulfilling their duties as an official of the Council, Executive Council, Branch Committee of Management and National Council, however so named.

87.9 Union Training

NOTE: an HSR and Deputy HSR appointed under the OHS Act may be entitled to any additional training in accordance with the OHS Act.

(a) In order to encourage co-operative workplace relations and facilitate the operation of this Agreement, Employees who have been selected by their union(s) to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year (Noting that leave for HSRs and Deputy HSR training is a distinct entitlement under the OHS Act).

(b) Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.

(c) The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.

(d) Leave under this subclause is granted on the following conditions:

(i) applications are accompanied by a statement from the Union advising that it has nominated the Employee or supports the application

(ii) the training is conducted by the Union, an association of unions or accredited training provider; and

(iii) the application is made as early as practicable and not less than two (2) weeks before the training.

(e) The Employee will be paid 'ordinary time earnings' where ordinary pay is the rate of pay for normal rostered hours (set out in Schedule 2) plus experience/service payments plus allowances which are deemed pursuant to this Agreement to be part of pay for all purposes, but excluding shift work, overtime and other allowances.

(f) Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.

(g) Leave granted under this clause will count as service for all purposes of this Agreement.

(h) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

88. Breastfeeding

88.1 Paid break

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

88.2 Place to express or feed

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

88.3 Storage

Appropriate refrigeration will be available in proximity to the area for breast milk storage. Responsibility for labelling, storage and use is with the Employee.

89. Flexible Working Arrangements

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

89.2 For the purposes of this clause 89, a long term casual Employee means a casual Employee (as defined in clause 26.4(b)) that has been employed by the Employer on a regular and systematic basis.

89.3 A specified Employee is a:

(a) full-time or part-time Employee with at least 12 months' continuous service; or

(b) long term casual Employee with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

89.4 The qualifying period at 89.3(a) will not apply in circumstances where the Employee demonstrates their circumstances have unexpectedly changed since commencement

89.5 The specified circumstances are if the Employee:

(a) Is pregnant

(b) is the parent, or has responsibility for the care, of a child who is of school age or younger

(c) is a carer within the meaning of the Carer Recognition Act 2010 caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged

(d) has a disability

(e) is 55 years or older

(f) is experiencing family and domestic violence; or

(g) provides care or support to a member of the Employee's immediate family or household, who requires care or support because the member is experiencing family and domestic violence.

89.6 A specified Employee may make a request to the Employer for a change in working arrangements relating to the circumstances at subclause 89.4.

89.7 A request for a flexible work arrangement includes (but is not limited to) a request to work part-time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for the child (which may, for example, include a reduction in existing part-time hours).

89.8 Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.

89.9 The request by the Employee must be in writing, set out the change sought and reasons for the change.

89.10 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.

Note: The assertion of an inherent requirement does not, by itself, mean that this is a reasonable business ground to refuse a request for a flexible working arrangement.

89.11 Without limiting what are reasonable business grounds for the purposes of clause 89.10, reasonable business grounds include the following:

(a) that the new working arrangements requested by the Employee would be too costly for the Employer

(b) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee

(c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee

(d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity; and

(e) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on the Employer's operations.

89.12 Where the Employer refuses the request, the written response will include the following:

(a) details of the reasons for the refusal, including the business grounds for refusing the request and how those grounds apply to the Employee's request

(b) any other changes that the Employer is willing to make to accommodate the Employee's circumstances, if applicable

(c) where there are no such changes available as contemplated by 89.12(b) state that there are no such changes; and

(d) their right for the dispute to be resolved at the workplace level or by arbitration in accordance with clause 89.17 below.

89.13 Where a request for flexible work arrangements is made, the Employer must meet with the Employee to discuss:

(a) the request

(b) an alternative to the request; or

(c) reasons for a refusal on reasonable business grounds.

89.14 At a meeting under clause 89.13, the Employer must genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

(a) the needs of the Employee arising from the circumstances

(b) the consequences for the Employee if changes in working arrangements are not made

(c) any alternative flexibility arrangements that may meet the circumstances of the Employee that require flexibility; and

(d) any reasonable grounds for refusing the request.

89.15 An Employee or Employer may choose to be represented at a meeting under subclause 89.13 by a representative including a Union or employer organisation.

89.16 If the Employer and the Employee reached an agreement under clause 89.13 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

89.17 The Dispute Resolution Procedure in this Agreement will apply to any grievance / dispute arising in relation to a request for flexible working arrangements. Without limiting the Dispute Resolution Procedure in the Agreement at first instance, the Employer and Employee will attempt to resolve the dispute at the workplace level through discussion before it is referred to the FWC.

89.18 For the avoidance of doubt, clause 89.17 applies to the Employee in the event the Employer refuses their request, or 21 days have passed since their making the request and the Employer has not provided them with a written response under this Agreement.

89.19 Other entitlements relevant to family and domestic violence can be found at clause 64.

90. Individual Flexible Working Arrangements

90.1 An Employer and 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 one (1) or more of the following matters:

(i) when work is performed

(ii) overtime rates

(iii) penalty rates

(iv) allowances; and/or

(v) leave loading; and

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in subclause 90.1(a); and

(c) the arrangement is genuinely agreed by the Employer and Employee.

90.2 The Employee may appoint a representative for the purposes of the procedure in this clause 90, including the Union. Except as provided in subclause 90.5(c), the arrangement must not require the approval or consent of a person other than the Employer and the individual Employee.

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

(a) are about permitted matters under section 172 of the Act

(b) are not unlawful terms under section 194 of the Act; and

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

90.4 Where the Employee's understanding of written English is limited, the Employer will take measures, including translation into an appropriate language, to ensure the Employee understands the proposed individual flexibility arrangement.

90.5 The Employer must ensure that the individual flexibility arrangement:

(a) is in writing

(b) includes the name of the Employer and Employee

(c) is signed by the Employer and the Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian

(d) includes details of:

(i) the terms of the Agreement that will be varied by the arrangement

(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 their employment as a result of the arrangement; and

(e) states the date the arrangement commences.

90.6 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

90.7 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.

91. Reasonable Adjustments for Employees with a disability

91.1 Purpose

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

91.2 Definitions

(a) Disability has the same meaning as s. 4 of the EO Act and includes:

(i) Total or partial loss of a bodily function; or

(ii) Presence in the body of organisms that may cause disease

(iii) Total or partial loss of a part of the body; or

(iv) Malfunction of a part of the body including:

(A) a mental or psychological disease or disorder; or

(B) condition or disorder that results in a person learning more slowly than those without the condition or disorder

(v) malformation or disfigurement of a part of the body,

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

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

(i) The Employee's circumstances, including the nature of the disability

(ii) The nature of the Employee's role

(iii) The nature of the adjustment required to accommodate the Employee's disability

(iv) The financial circumstances of the Employer

(v) The size and nature of the workplace and the Employer's business

(vi) The effect on the workplace and the Employer's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity

(vii) The consequences for the Employer in making the adjustment

(viii) The consequences for the Employee in not making the adjustment.

91.3 Reasonable Adjustments

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

(a) is required to make reasonable adjustments to enable the Employee to perform the genuine and reasonable requirements of the employment, subject to (b) below; and

(b) is not required to make reasonable adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the adjustments are made.

92. Royal Commission Working Group

92.1 The VHIA, ANMF and HACSU (the Parties) acknowledge that the implementation of the Royal Commission into Victoria's Mental Health System (Royal Commission) recommendations may require changes to the existing Agreement. This clause provides a framework for ensuring the Parties are able to properly consider any industrial implications arising from the Royal Commission recommendations and any provisions of this Agreement that may be in conflict with or benefit from amendment to accommodate any recommendation arising from the Royal Commission.

92.2 Consultation Process

Nothing in this Agreement impacts upon any Government initiated consultation process with key individual stakeholders arising from the Royal Commission recommendations including legislative reform. Such processes may occur prior or concurrently with the functions of the Working Group.

92.3 Working Group Structure

(a) The parties agree to establish a Royal Commission Working Group (RCWG) as soon as practicable but in any case, no later than 3 months of the commencement of the Agreement

(b) The working Committee will consist of representatives from:

(i) ANMF

(ii) Department of Health (Industrial Relations Branch)

(iii) HACSU

(iv) VHIA

(v) Others as invited by the Committee

(c) The RCWG will be chaired and facilitated by an independent third party agreed by the parties, or where agreement cannot be reached, by a person nominated by the Minister of Mental Health.

(d) The RCWG will meet every two months or as required in order to complete its objectives.

92.4 Working Group Objectives

The Working Group will be responsible for delivering the following outcomes:

(a) Identifying those recommendations of the Royal Commission which have implications for the operation of the Agreement.

(a) Identifying any amendments to the Agreement necessary to give effect to the Royal Commission recommendations.

(b) Seek to reach consensus on any necessary amendments to the Agreement.

(c) Seek to mitigate address and resolve any significant industrial issues associated with the implementation of the Royal Commission recommendations and legislative reform process.

(d) Considering and responding to any specific requests from Department of Health during the process.

92.5 Implementation

In addition to the Objectives listed at clause 92.4 the RCWG will consider how it could assist in supporting the implementation of the Royal Commission recommendations.

92.6 Variation of Agreement

For the avoidance of doubt, the collaboration contained within this clause would occur prior to, and does not replace or imply support for any formal process for varying the agreement under Part 2–4 of the Act.

SECTION 1 | PART K: OCCUPATIONAL HEALTH AND SAFETY

93. Occupational Health and Safety / Workplace Violence

93.1 OHS Preliminary

(a) **Relationship to legislation**

These provisions will be read and interpreted in conjunction with the OHS Act, EO Act, WIRC Act and successors, provided where there is any inconsistency between this Agreement and the legislation referred to above, the legislation prevails to the extent of any inconsistency.

(b) **Arrangement of this Part K**

This part is arranged as follows:

(i) OHS Preliminary (clause 93)

(ii) OHS Working Group (clause 94)

(iii) OHS Risk Management (clause 95)

(iv) Prevention and Management of Workplace Injuries (clause 96)

(v) Incident reporting, investigation and prevention (clause 96)

(vi) Designated work groups (clause 97)

(vii) HSRs (clause 98)

(viii) Manual Handling incidents (Clause 95.12)

(ix) Occupational Violence and Aggression Prevention and Management (Clause 99)

(x) Hazardous Weather Conditions (see clause 100)

(xi) Workers' Compensation, Rehabilitation and Return to Work (Clause 101)

(xii) Prevention of Gendered Violence Including Sexual Harassment (clause 102).

(c) **Definitions**

For the purposes of this Part K of this Agreement:

(i) DWG means designated work group as defined under the OHS Act as amended from time to time and may include Employees other than nurses and/or midwives.

(ii) Incident means an event or circumstance that led or could have led to unintended or unnecessary harm.

(iii) Injury means any physical or mental injury.

(iv) Insurer means an authorised agent as defined by the WIRC Act.

(v) Workplace means workplace as defined under the OHS Act.

(vi) Occupational Violence and Aggression ('OVA') means any violent, threatening or other abusive behaviour by a person against a worker. It may include, but is not limited to, physical, sexual, emotional, or psychological abuse, bullying (including mobbing) and gendered violence (including sexual harassment).

(vii) Occupational Violence Principles includes measures to:

(A) Improve security

(B) Identify risk to staff and others

(C) Include family in the development of consumer care plans

(D) Ensure violent incidents are reported, investigated and acted upon

(E) Prevent violence through workplace design

(F) Provide education and training to mental health and wellbeing staff

(G) Provide post-incident support

(H) Apply anti-violence approach across all healthcare disciplines

93.2 Disputes

The dispute resolution (clause 23) applies to this part.

94. Industry OHS Working Group

(a) The Employer (and their representative), the Employees and the Unions will proactively cooperate in development and recommendation of measures to improve occupational health and safety (OHS) outcomes, with the intent of improving Employee health and safety, preventing injury, illness and incapacity (and hence workers compensation payments), and supporting effective and responsive return to work, with a particular focus on the following:

(i) safe patient and manual handling processes

(ii) safe rostering practices and prevention of fatigue risks

(iii) occupational violence and aggression prevention programs

(iv) education for Managers/Supervisors regarding management of Employees

(v) workplace bullying; and

(vi) psychological injury.

(b) The proactive cooperation described at clause 93A(a) with respect to the priorities identified above, will seek to achieve the following:

(i) In the case of safe patient and manual handling processes, reduction of musculoskeletal injuries by identifying requirements for safe patient and manual handling programs including recommendation of principles and practices to prevent and reduce the associated risks

(ii) the case of safe rostering practices, identification of staff and consumer safety risks associated with working hours, shift work, rostering practices and fatigue, including any preventable hazards; and recommendation of principles and practices to prevent and reduce the associated risks

(iii) In the case of occupational violence and aggression prevention programs, ensuring the prevention and/or appropriate management of occupational violence to reduce associated injuries and illness, including the long-term mental health implications of exposure to continuing violence and aggression, including recommendation of principles and practices to prevent and reduce the associated risks, consistent with the Occupational Violence Principles, and making recommendations to address these

(iv) In the case Education and training of Managers/Supervisors, appropriate understanding of management obligations in relation to occupational health and safety, workers compensation and return to work by identifying gaps and making recommendations to address these, and

(v) In the case of workplace bullying, identification of bullying prevention principles and practices, including education on early identification and intervention, appropriate workplace behaviour/Code of Conduct and appropriate investigation and feedback processes, and making recommendations to implement these.

(vi) in the case of psychological injuries, a shared approach to:

(A) addressing work related causes of psychological injury, including bullying, OVA (including gendered violence) and burnout; and

(B) finding available positions for an Employee with a psychological injury, including but not limited to positions with an alternate Employer by agreement where the Employee's treating practitioner determines that it is unlikely that the Employee could return to work with their Employer, but could return to work with an alternate Employer. In the first instance, the primary focus will be with respect to work-related psychological injuries.

(c) As these matters are relevant to all Employees and Employer covered by this Agreement, an Industry OHS Working Group will be established consisting of no more than three representatives from each of the following:

(i) ANMF

(ii) HACSU

(iii) VHIA

(iv) Department; and

(v) other attendees as agreed by members of the working party.

(d) In the case of ANMF, HACSU and VHIA, a representative may include a member.

(e) The Industry OHS Working Group will commence meeting within three (3) months of the commencement of the Agreement and will meet bi-monthly or otherwise by agreement between its members.

(f) The Industry OHS Working Group will determine any actions it will undertake, in addition to the above priorities

(g) The Industry OHS Working Group will operate with the oversight of the MHIIC and will produce annual reports to be provided to all parties on the progress, actions and recommendations resulting from the Group's work, with the first report to be delivered to the MHIIC no more than 12 months after the first meeting.

95. OHS Risk Management

95.1 Those covered by this Agreement will take a pro-active approach to the prevention and management of workplace injuries to the highest level of protection reasonably practicable in the circumstances, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices.

95.2 Those covered by this Agreement recognise that consultation with employees and their representatives is crucial to achieving a healthy and safe work environment. To

this end, Employer will consult with Employees and their representatives around matters relating to health and safety in the workplace.

95.3 The Employer will implement the hierarchy of controls to control hazards and will eliminate the hazard at the source as far as reasonably practicable.

95.4 This Agreement recognises that hazards include, but are not limited to:

(a) safe patient and manual handling

(b) occupational violence and aggression

(c) circumstances that give rise to adverse effects on psychological health, including bullying, workplace stress and fatigue

(d) unsafe design and layout of health workplaces

(e) slips, trips and falls

(f) blood borne and other infectious diseases

(g) sharps

(h) hazardous substances; and

(i) hazardous weather conditions.

95.5 Employer will ensure Managers/Supervisors receive adequate education and support to ensure the following can occur:

(a) the assessment of OHS risks

(b) the undertaking of OHS incident investigations; and

(c) consultation with staff over OHS issues.

95.6 Employer will ensure that all support staff are informed of any heightened OVA risk within the Unit and any additional precautions that are necessary to reduce this risk. Additional precautions may consist of a PSA and Nurse being present when a meal is being served.

95.7 Employer will ensure all front-line administrative staff are adequately trained in how to respond to incident of OVA within the workplace. This training will include orientation to applicable duress alarms.

95.8 A PSA within an Acute Inpatient Unit will be provided with a fully functional personal alarm device.

95.9 Employer will ensure that sites with an Acute Inpatient Unit have an adequately staffed Code Grey response in operation.

95.10 Employer will brief all staff as the need arises, about individuals who present with behaviours that pertain to potential risk of OVA.

95.11 The Employer shall provide such information, education, training and supervision to all Employees of the Employer required to enable them to perform their work in a manner which is safe and without risks to health. This shall occur on a regular basis as required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

95.12 Manual Handling Incidents

(a) Employer will, in consultation with HSRs:

(i) identify the number of manual handling incidents/injuries over the previous 12 months

(ii) review risk control measures as required by regulation 28 of the *Occupational Health and Safety Regulations 2017; and*

(iii) so far as is reasonably practicable, eliminate any risk of a musculoskeletal disorder associated with hazardous manual handlings or, if it is not reasonably practicable to eliminate a risk of musculoskeletal disorder associated with hazardous manual handling, the employer must reduce the risk so far as is reasonably practicable consistent with regulation 26 of the *Occupational Health and Safety Regulations 2017.*

(b) The considerations at (iii) above will include the frequency of safe patient and manual handlings training

(c) A report regarding manual handling incidents/injuries, which will include the data collected at clause 95.12(a)(i) above, will be provided to the Unions and the relevant OHS consultative committee on an annual basis.

96. Incident Reporting, Investigation and Prevention

(a) The Employer will facilitate timely reporting of incidents by Employees and ensure Employees who report incidents are appropriately supported.

(b) Following an incident, the Employee(s) will inform the Employer as soon as reasonably practicable of any occupational violence that they have experienced or witnessed.

(c) Following an incident, the Employer will as soon as practicable:

(i) provide all Employees with access to post incident support services, including post incident defusing support, followed by the offer of psychological counselling and individual support which may include debriefing by properly trained professionals

(ii) take appropriate action to prevent further injury to Employees

(iii) conduct an incident investigation in a timely manner noting the employee has a right to have a representative (including a Union representative) at any investigation meeting

(iv) provide information regarding the Employee's rights as relevant including the making and lodging of a workers compensation claim and reporting to police; and

(v) allow Employees who require time off work to provide reports and statements relating to occupational violence to police and/or by Agreement other relevant authorities without loss of pay.

(d) Participation in psychological support will be on a voluntary and confidential basis. It will be kept separate to any investigation of the incident and will not be used for discipline or performance management measures.

(e) The Employer will provide information, instruction and training to Employees and management staff regarding the importance of timely reporting, procedures regarding incident reporting, and linking this to incident investigation and prevention.

97. Designated Work Groups

(a) The Employer will establish and maintain a system of DWGs in consultation with Employees and where requested their Union/s.

(b) In determining the particulars of DWGs (including number of HSRs), the following considerations will, where practicable, be taken into account:

(i) the specific needs, conditions and hazards affecting Employees in the area(s) concerned

(ii) the working arrangements, including shiftwork, of Employees in the area(s) concerned

(iii) the accessibility of health and safety representatives to Employees in the area(s) concerned; and

(iv) the geographical layout of the workplace.

98. HSRs

98.1 HSR(s) Election Process

(a) All Employees in the relevant DWG will be given the opportunity to nominate for a position as an HSR.

(b) Where there is more than one nominee for any vacancy of an HSR position, the method of conducting the election will be determined by the Employees of the DWG concerned. The relevant Union will, where requested by the staff, conduct the election.

(c) If there is equivalent nominees to positions vacant then the candidate(s) will be elected unopposed.

(d) The Employer will maintain a current list of DWGs as well as the name(s) of the elected HSR(s) and vacant positions for each DWG, date(s) of election and date(s) that the HSR(s) undertook HSR training and will display this in a prominent place in the workplace at all times.

(e) Employer will provide a copy of the DWG list, with the names of the HSR(s), date(s) of election and date(s) that the HSR(s) undertook HSR training to the relevant union within 28 days of receiving a written request from either the ANMF or HACSU.

(f) Immediately following 30 March and 30 September each year, Employer will provide a copy of the DWG list in the format set out below, preferably in Microsoft Excel, with the names of the HSR(s) relevant to Employees as well as other information set out below where practicable:

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

98.2 HSR Training

(a) HSRs will be entitled and encouraged to attend a WorkSafe Victoria approved course as soon as practicable following their election.

(b) The Employer will permit HSRs to take such time as is necessary or prescribed to attend OHS training courses approved by WorkSafe Victoria.

(c) HSRs will have the right to choose which course to attend, provided it is a WorkSafe Victoria approved course. Where the Employer does not agree with the selected course the matter will be referred to a Worksafe Inspector in accordance with the OHS Act.

(d) When attending an approved course, HSRs will be paid as per their roster, that is the normal/expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the HSR been at work.

(e) Where HSRs attend an approved course outside their normal working hours or roster, they will be paid as if they had been at work for the relevant time, including any relevant overtime rates, higher rates, allowances or penalty rates. This might apply when a

(f) HSR:

(i) normally works two days a week, and attends a block five-day course

(ii) has a rostered day off during the course; and

(iii) has a shift that does not overlap, or overlaps only marginally, with the course's hours.

(g) Rosters or shifts prior to/post HSR training will be altered where necessary to ensure that HSRs are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.

(h) The Employer is responsible for payment of course fees, travel costs and accommodation for HSR attendance at WorkSafe Victoria approved courses.

98.3 Facilities for HSRs

(a) HSRs will be provided with reasonable access to an office, telephone, computer (including email facilities where available), notice board, meeting room, and such other facilities as are necessary to enable them to perform their functions or duties as prescribed under the OHS Act.

(b) HSRs will have reasonable time release from duty to perform their functions and duties as is necessary or prescribed under the OHS Act.

98.4 Health and Safety Committees

Health and safety committees will be established where requested by a HSR.

99. Occupational Violence and Aggression Prevention and Management

99.1 Prevention and Management of Occupational Violence and Aggression

Employees are entitled to be provided a workplace free of occupational violence and aggression (**OVA**).

99.2 Occupational Violence and Aggression Prevention

(a) VHIA, Employer, Unions and Employees support action to end violence and aggression in Victoria's public health system. This requires an inclusive, integrated approach both at an industry and individual health service level.

(b) Each Employer will have an action plan, which will be subject to ongoing review, to address occupational violence and aggression.

(c) Any action plan will:

(i) outline the actions necessary to improve security

(ii) implement proactive measures to identify and address risks

(iii) ensure a reporting culture and mechanisms to assist in investigation; and

(iv) provide appropriate support following workplace incidents.

(d) The action plan will be consistent with the:

(i) Occupational Violence Principles

(ii) WorkSafe Guidance note relevant to occupational violence and aggression.

(e) In developing or reviewing an action plan the Employer will consult with HSRs, workplace delegates, the Unions and affected employees to identify any gaps having regard for the requirements at (c).

(f) The Employer will designate an Occupational Health and Safety committee (which may be an existing committee) as responsible for overseeing the actions required by this clause.

(g) Upon written request from either Union, an Employer will provide to the requesting Union the following written information within four (4) weeks:

(i) the Employer's action plan or, where it does not have one, how it is developing an action plan,

(ii) the name of the Committee responsible for oversight of occupational violence and aggression issues including the contact details of the Committee Chairperson,

(iii) where the Committee at (ii) establishes a sub-committee or working party for the purpose of giving effect to the obligations under this clause, the name of the sub-committee or working party and the contact details of the Chairperson, and

(iv) details of the Employer's program / system for addressing occupational violence and aggression including relevant policies, and

(v) other material relevant to the Employer's program / system for addressing occupational violence and aggression and / or action plan.

(h) Upon request by either Union, the Employer will invite the requesting Union to attend and participate in meetings of the relevant committee established or convened for the purpose of giving effect to this clause.

99.3 Employer Policies

(a) Each Employer will have and maintain policies that directly address the prevention and management of occupational violence and aggression will:

(i) regularly (at least every 12 months) review the policy / policies through the OHS committee(s) (including HSRs) and OHS consultation mechanisms applying at the Employer, with specific consideration to an OHS Risk Management approach, and the Occupational Violence Principles to prevent violence and aggression

(ii) ensure that Employees are provided with the policies and are advised of any change

(iii) ensure that Employees receive periodic refresher training regarding occupational violence and aggression issues including the policies

(iv) upon request, provide a copy of existing policies to Unions or another Employee representative; and

(v) upon request, meet with the Unions or other Employee representative for consultation regarding the policies, their application and implementation.

Nothing in this clause limits an Employer from doing anything to support the reduction and prevention of occupational violence and aggression.

99.4 Key Principles

In developing, reviewing and implementing policies, the following matters will be considered:

(a) security;

(b) risk identification

(c) the development of consumer care plans

(d) incident reporting, investigation and action

(e) workplace design

(f) training

(g) integration of policies and procedures

(h) post incident support

(i) application across all health disciplines; and

(j) empowering staff to expect a safe workplace.

99.5 Continuous Improvement

(a) The Employer will undertake regular (at least six-monthly) audits of their occupational violence and aggression management strategy, considering the Occupational Violence Principles to end violence and aggression, in consultation with HSRs and clinical care staff.

(b) The Employer will provide the results of such audits and the action plan to their HSR and, upon request, Job Representatives for review and discussion at the Committee or working group referred to at clauses 99.2(f) and 99.

(c) Further external developments regarding the prevention and management of occupational violence and aggression will occur during the life of the Agreement. They may include but not be limited to:

(i) baseline standards for security; and

(ii) incident reporting systems.

(d) Employer will continue to review, consult and update their response to occupational violence and aggression to take into account developments that may result in the continued improvement of its response.

99.6 OVA Reporting

(a) The Employer will make available to the committee designated at clause 99.2(f) the following information:

(i) The number of code greys and code black and other alerts relating to risk of violence

(ii) The overall number of reported incidents of OVA

(iii) The number of incidents that have resulted in injury (which may be physical or psychological) to staff, consumers and visitors and the number of incidents that have resulted in property damage; where available; and

(iv) Systemic recommendations and actions affecting risk management and OVA.

(b) The Employer will, in consultation with the elected HSRs conduct workplace violence audits of mental health and wellbeing facilities.

(c) Opportunities will be provided during meetings of the OHS consultative committees designated at clause 99.2(f) to discuss these matters.

100. Hazardous Weather Conditions

(a) Employer recognise weather may create an occupational health and safety hazard.

(b) Hazardous weather conditions may include but are not necessarily limited to storms**,** heavy rain, hail, high wind, lightning, natural disasters such as floods and bush fires, extreme temperatures, fog, severe dust storms, and where the epidemic thunderstorm asthma risk forecast is high. Further provisions in relation to disasters such as floods and bush fires can be found in clause 60 (Special Disaster Leave).

(c) Where weather conditions create a potential risk to an individual's health and safety, this will be reported and actions will be taken to assess the risk and implement the hierarchy of controls to reduce the risk as far as reasonably practicable. This may include an adjustment to work location (including working from home), or utilising an alternative mode of engagement (such as telehealth).

(d) Where an Employee makes such a report the Employer must provide a response to the Employee(s) in a timely manner.

101. Workers' Compensation, Rehabilitation and Return to Work

101.1 Workers Compensation Information

(a) The Employer will display and make available the WorkSafe Victoria "If You Are Injured at Work" Poster, as amended from time to time.
(b) The Employer will provide a copy of the poster (A4 version) to Employees as soon as they report an incident that may give rise to an injury to themselves.

101.2 Attendance at medical appointments

(a) Where there is an accepted workers' compensation claim, an Employee who requires time off during work time to attend medical and other appointments may elect to:
  (i) take the time as paid personal leave (subject to having sufficient accrued leave); or
  (ii) take the time as paid work time, in which case the Employer may claim repayment for that time under workers' compensation legislation, subject to that legislation

101.3 Return to Work

(a) This clause shall apply to an employee not performing their normal duties due to a work-related injury to which the WIRC Act applies.
(b) The Employer will appoint a Return-to-Work Co-ordinator who will have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.
(c) The Employer will develop an appropriate return to work plan as soon as medically appropriate in consultation with the injured Employee concerned, their treating doctor and health professionals providing treatment or services to the injured Employee.
(d) The Employer will assist injured Employees to remain at work or return to work in suitable employment as soon as medically appropriate after injury. The Employer will ensure that the suitable employment will reflect and be commensurate with, as far as possible, the skills, education, age, experience, pre-injury employment, and any relevant medical restrictions of the injured Employee. The suitable employment will also take into account the Employee's place of residence and pre-injury hours of work.
(e) Without limiting the content of the return-to-work plan, the plan will include, but not be limited to a return-to-work program signed by the Employer, Employee and treating doctor which covers:
  (i) the estimated date of the return to work
  (ii) the position title
  (iii) the duties and hours of work to be offered

(iv) the nature of the incapacity and any medical restrictions
(v) the applicable classification and pay rate
(vi) steps to be taken to facilitate the return to work; and
(vii) the date or dates for regular review.

(f) The return-to-work plan may also consider:
(i) subject to approval by the insurer, any personal and household services required, including modifications to the home or car, household help, counselling, aids or appliances, transportation costs, etc; and
(ii) subject to approval by the insurer, any occupational rehabilitation services, including modifications to the workplace, home or car which will apply, equipment to be provided at the workplace, etc.

(g) The return-to-work plan will be reviewed at least monthly or more regularly as needed, in consultation with the injured Employee and other relevant parties.

(h) Employees will have the right to have a representative present at any interview arranged by their Employer regarding their return to work or rehabilitation, including monitoring or review of their return-to-work program. When arranging such interviews, the Employer will advise the Employee that they may have a representative present. The Employer will where practicable provide to the Employee at least seven days' notice of such interviews occurring.

(i) The Employer will not seek to change the Employee's duties, hours or other aspects of the Employee's employment or return to work plan without consulting with the Employee.

(j) A Union representative may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the Employee.

(k) The Employer and the Employee will co-operate and participate in the agreed return to work plan. This plan will be reviewed at the request of any of the parties involved. Where agreement cannot be reached the processes of the WIRC Act will apply.

101.4 Rehabilitation, Re-training and Re-education

(a) The Employer may pay for any re-training or re-education which is required to assist the Employee to remain at work or return to work in suitable employment in accordance with guidelines issued by Victorian WorkSafe to its agents. Approval for such re-training or re-education may be requested by the Employee, their treating practitioner, or any other Victorian WorkSafe approved service provider, individual or agency, on behalf of the Employee.

(b) Where it has been established that an Employee has a permanent injury or condition which prevents them returning to their pre injury employment the Employer will ensure the Employee is advised of all vacancies as they become available.

102. Prevention of Gendered Violence Including Sexual Harassment

102.1 Duties

(a) Employer, employees and others have specific duties relating to work-related gendered violence (including work-related sexual harassment) under the OHS Act and the EO Act.

(b) Employer have a positive duty to eliminate, as far as possible, sexual harassment in connection with work, which is unlawful.

102.2 Definitions

(a) **Work-related gendered violence**

Work-related gendered violence is any behaviour, directed at any person, or that affects a person, because of their sex, gender or sexual orientation, or because they do not adhere to socially prescribed gender roles, that creates a risk to health and safety.

(b) **Sexual harassment**

(i) A person sexually harasses another person if they:

(A) make an unwelcome sexual advance, or an unwelcome request for sexual favours, to the other person, or

(B) engage in any other unwelcome conduct of a sexual nature in relation to the other person,

in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated that the other person would be offended, humiliated or intimidated. The motive or intention of the person engaging in sexual harassment is irrelevant.

(ii) A person can be a victim of sexual harassment if they witnessed, overheard or were in the presence of unwelcome conduct of a sexual nature, even if the conduct was not directed at them.

(iii) A person may be taken to have engaged in sexual harassment if they cause, instruct, induce, aid or permit another person to engage in sexual harassment, even if they did not directly carry out the sexual harassment themselves.

(c) **Examples of work-related sexual harassment**

Work-related sexual harassment is sexual harassment (as described above) directed at a person, that can happen at work, work related events, or between people sharing the same workplace. Work-related sexual harassment isn't always obvious, repeated or continuous. Work related evets include external meetings or conferences, training courses or workshops, social gatherings (e.g. team lunches), etc.

It can be a one-off incident and can involve unwanted or unwelcome:

(i) touching
(ii) staring or leering
(iii) following or watching inappropriately, or loitering inappropriately, either in person or digitally
(iv) sexually suggestive comments, jokes, or nicknames
(v) sexually explicit pictures or posters
(vi) repeated invitations to go out on dates
(vii) requests for sex
(viii) intrusive questions about a person's private life or body
(ix) unnecessary contact, such as deliberately brushing up against a person
(x) insults or taunts based on sex or gender
(xi) sexually explicit physical contact; or
(xii) sexually explicit emails, text messages or social media activity.

102.3 Polices

(a) Maintenance of policies

Each Employer will:

(i) maintain policies regarding work-related gendered violence including sexual harassment
(ii) Ensure those policies are accessible to employees
(iii) Provide training to Employees regarding the content of those policies; and
(iv) Support a culture of reporting of incidents.

A copy of these polices is available to a Union on request.

(b) Standard of Policies

Each policy will define work-related gendered violence and sexual harassment and identify:

(i) how and to whom complaints can be made
(ii) the supports available to affected employees
(iii) The steps taken it identify risk, assess that risk, and as far as is practicable eliminate that risk. Where the risk cannot be practicably eliminated, then the policy will describe the controls in place to minimise that risk; and
(iv) The steps that will be taken to address the complaint including investigation, outcome and, where appropriate, contact with external agencies such as Victoria Police.

(c) Resources

Resources that should be considered in reviewing or developing work related gendered violence and sexual harassment policies include:

(i) WorkSafe's Work-related gendered violence including sexual harassment resources; and
(ii) Victorian Public Sector Commission's Model Sexual Harassment Policy and Practice Guide.

102.4 Workplace Implementation Committee

The Employer's policies regarding work-related gendered violence and sexual harassment will be provided to the Workplace Implementation Committee for the purpose of discussion and feedback.

SECTION 2: REGISTERED PSYCHIATRIC NURSES / PSYCHIATRIC ENROLLED NURSES AND MENTAL HEALTH OFFICERS

SECTION 2 | PART A: PRELIMINARY

103. Definitions Specific to Section 2

103.1 The following definitions will apply in Section 2 of the Agreement:

(a) **IQN** means Internationally Qualified Nurse

(b) **shift worker**, for the purposes of the NES, means an Employee who is rostered and works over seven days of the week throughout the qualifying 12 months period of service

(c) **Experience** means paid service whether in Australia or internationally as a registered nurse, or enrolled nurse, following registration by the professional registration body, in a grade in which the Employee is, or is about to be, employed except:

(i) where an IQN is granted registration with conditions, previous experience will not be counted whilst the conditions are in place. Experience as defined will count once there are no longer conditions in place:

(ii) where an IQN is granted registration subject to successful completion of a bridging program previous experience will not be counted

(iii) where an IQN is required by the Australian professional registration body to undertake an outcome-based assessment (OBA) previous experience will not be counted.

(d) **a Year of Experience** in this Agreement means:

(i) an average of three shifts or more per week in a year. If the Employee averages less than three shifts per week or 48 hours per fortnight (whichever is the lesser), the Employee will need to complete an additional year to advance

(ii) in the case of an IQN registering in Australia for the first time who was not required by the Australian professional registration body to undertake either a bridging program or outcome-based assessment (OBA), a Year of Experience means:

(A) an average of at least 48 hours per fortnight; and

(B) for each year in which the IQN averages less than 48 hours per fortnight, the Employee will need to complete an additional year to advance.

(iii) For the purpose of being classified under this Agreement, upon commencement with an Employer:

(A) subject to (iv) below, an Employee's anniversary date is the date the Employee commenced work as a Registered Nurse or Enrolled Nurse following registration either in Australia or internationally; or

(B) in the case of an IQN required to undertake a bridging program or outcome-based assessment (OBA) in order to be registered in

Australia, the date the Employee commenced work as a Registered Nurse or Enrolled Nurse following registration in Australia

(iv) For the purpose of experience advancement under this Agreement, upon commencement with an Employer:

(A) an **Employee's anniversary date** is the date the Employee commenced work as a registered nurse, or enrolled nurse following registration either in Australia or internationally (subject to clause 103.1(d)(i));

(B) Years of Experience are relevant to determining the appropriate increment within a Grade, Years of Experience are calculated from the Employees anniversary date; and

(C) the onus is on the Employee to demonstrate the completed Years of Experience and anniversary date. The Employer may require evidence that would satisfy a reasonable person of the claimed experience with the previous Employer/s.

(v) Experience can be with concurrent Employer/s, on provision by the Employee of evidence of experience with other Employer/s save that:

(A) Any new increment is payable from the FFPPOOA, the evidence is provided; and

(B) Notwithstanding this term, any previously recognised concurrent service is unaffected by this term.

Note: Experience and Years of Experience are only relevant to determining what constitutes experience (including previous experience) for the purpose of incremental progression through an Employee's classification.

(e) In Section 2 of the Agreement, allowances will be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure, unless otherwise specified.

SECTION 2 | PART B: LETTER OF EMPLOYMENT

104. Letter of Appointment/Employment Arrangements

104.1 On commencement of employment, the Employer will provide each Employee with a Letter of Appointment containing the information set out in SCHEDULE 8 to this Agreement.

104.2 Where the appointment is varied, the variation will be recorded in writing an updated Letter of Appointment or copy of the variation provided to the Employee within 28 days of the variation.

104.3 Where an updated Letter of Appointment or variation can be generated through an Employee kiosk or similar and is available to the Employee, this will satisfy the requirements of clause 104.2.

SECTION 2 | PART C: WAGES AND RELATED MATTERS

105. Lump Sum Payment - MHO only

Note: This clause applies to MHO Employees.

105.1 A Once Off Lump Sum Payment of $5,304 will be paid to full time MHO Employees employed at the commencement of the Agreement.

(a) FFPPOA commencement of Agreement - $2,652

(b) Next pay period after 105.1(a) - $2,652.

105.2 The payments will be paid to part time Employees on a pro rata basis.

105.3 Casual Employees will receive pro rata payments based on average hours over previous 12 months calculated at the time the Agreement commences.

SECTION 2 | PART D: ALLOWANCES AND REIMBURSEMENTS

106. Change of Shift Allowance – PEN and MHO

106.1 Calculation of change of shift allowance

(a) For the purposes of clause 106.1(b), the change of shift allowance is calculated as the amount equal to 4% of the weekly rate of:

(i) PEN Level 1 Year 1 for a PEN,

(ii) MHO Level 1 Year 1 for a MHO.

(b) For the purposes of this clause a change of shift previously occurred when a PEN/MHO changed from working one shift to another shift, the time of commencement of which shift differed by four hours or more from that of the first shift. Eligibility for ongoing change of shift allowance cap

(c) Where an Employee was eligible immediately prior to the commencement of this Agreement, to receive the previously calculated change of shift allowance cap, they will continue to receive such an entitlement unless clause 106.1(b) applies.

(d) The payment of the change of shift allowance cap will be maintained for each eligible Employee whilst employed by an Employer for the duration of this Agreement, unless the Employee:

(i) chooses to work fixed shifts and never works shifts that would entitle the Employee to payment under this clause; or

(ii) ceases to be employed as a PEN or MHO.

(e) For the avoidance of doubt, Employees are not entitled to receive a cap on change of shift allowance if they commenced after 7 December 2012.

107. Clause not used

108. Higher Duties Allowance

108.1 This clause shall not apply to an Employee over the level of RPN5 if they are not undertaking direct clinical work.

108.2 An Employee, other than an RPN classified above RPN 5, not undertaking direct clinical work engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which they is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

108.3 Notwithstanding the provisions of sub-clause 108.1 above, the following provisions shall apply to Employees who are appointed to relieve a Unit Manager:

(a) **Off Duty Shifts**

(i) Where a work unit involves shift work, Associate Nurse Unit Managers (ANUM) may be appointed to undertake in-charge functions during the off-duty periods of the Unit Manager. The rate of pay assigned to RPN Grade 3 includes payment for the performance of the in-charge function during the off-duty periods of the Unit Manager.

(ii) Where an RPN other than an ANUM is required to act in-charge during the off-duty period of an ANUM (which event shall be the exception to the rule), such RPN shall be paid at the minimum rate applicable to the Associate Nurse Unit Manager position which would normally be in-charge on that shift.

(iii) Provided that where no ANUM position has been appointed with respect to the relevant shift, the provisions of sub-clause 108.1 above shall apply.

(b) **Periods of Absence**

(i) The provisions of sub-clause 108.1 shall apply to all periods of absence of a Unit Manager up to and including five days. For absences in excess of five days, the relieving ANUM shall be paid at the minimum rate for the Unit Manager for the entire period of relief and other Employees who consequently act in a higher position shall be similarly remunerated at the minimum rate of that higher position for the entire period of relief.

(ii) An RPN above the level of RPN 6 who is called upon to relieve an RPN in a higher classification for a period in excess of five days, shall be paid at the minimum of that higher classification for the entire period of relief.

109. Meal Allowance

109.1 Meal where overtime worked beyond one hour

An Employee who works overtime will in the circumstances described in sub-clause 109.2 receive either:

(a) where an Employer has its own cooking and dining facilities, an adequate meal; or

(b) the relevant meal allowance as set out in Schedule 2.

109.2 Qualification for meal or payment

The entitlement under subclause 109.1 arises where in addition to a shift an Employee is required to work more than:

(a) one hour beyond the usual finishing hour of work (Monday to Sunday inclusive) in which case the relevant allowance is 'Allowance A'; or

(b) five hours beyond usual finishing hour of work (Monday to Sunday inclusive) in which case the relevant allowances are 'Allowance A' and 'Allowance B'.

109.3 Qualification for meal or payment on a rostered day off

The entitlement under subclause 109.1 arises where, on a rostered day off, an Employee is required to work more than:

(a) five hours overtime, in which case the relevant allowance is 'Allowance A'; or

(b) nine hours overtime, in which case the relevant allowances are 'Allowance A' and 'Allowance B'.

109.4 Where provision does not apply

The allowance described at subclauses 109.2 and 109.3 above is not payable where the Employee:

(a) receives an adequate meal as described at subclause 109.1(a); or

(b) could reasonably return home for a meal within the period allowed.

109.5 Same day payment

On request the meal allowance shall be paid on the same day as overtime is worked where practicable.

109.6 Payments are in addition

The payment of a meal allowance under this clause is in addition to any overtime payment.

110. Out of Hours Supervisor

110.1 The arrangements as of 19 December 1997 in relation to a senior psychiatric nurse out of hours/in charge of facilities allowance will not be disturbed as a result of the implementation of this Agreement.

111. Qualification Allowance

Note: see sub-clause 9.1(jj) (Definitions) regarding the interpretation of relevance.

111.1 Entitlement – Registered Psychiatrist Nurse

(a) A Registered Psychiatric Nurse will be entitled to a qualification allowance, where an Employee has a:

(i) relevant qualification (see *9.1(jj)* (Definitions)) in addition to their base nursing or midwifery qualification.

(ii) base qualification that is a double degree or master's degree; or

(iii) a Certificate IV in Training and Assessment.

(b) In the case of the entitlement under subclause 111.1(a)(ii), the qualification allowance will be payable after one year of experience in an area where the qualification is relevant.

(c) In the case of the entitlement under subclause 111.1(a)(iii), the qualification allowance will be payable only where the Employee is required by their Employer to hold a Certificate IV in Training and Assessment (or equivalent).

111.2 One Qualification Allowance Only

An Employee who has more than one qualification is entitled to one qualification allowance only, being the allowance for the highest qualification held for all ordinary hours worked, including where an Employee has multiple roles.

111.3 Evidence – Qualification held on commencement with Employer

(a) An Employer must maintain a work system that requests the submission of evidence and records the qualification/s held by the Employee who commences after this Agreement comes into operation.

(b) Where an Employee who commences after this Agreement comes into operation holds a relevant qualification as described at clause 111.1, the Employee will be entitled to payment from the commencement of Employment except where the Employee did not advise the Employer of the relevant qualification in accordance with the Employer's work system including the provision of evidence.

(c) The exception at (b) does not apply where:

(i) The Employer did not maintain a work system as described at (a), or

(ii) The Employer has otherwise recognised the relevant qualification such as by engaging the Employee in a position where the relevant qualification is mandatory.

111.4 Evidence – Qualifications obtained during Employment with Employer

(a) An Employee claiming an entitlement to a qualification allowance must provide to the Employer evidence of that Employee having the qualification for which the entitlement is claimed.

(b) An Employee claiming an entitlement to a qualification allowance will receive a substantive written response from the Employer (confirming its applicability or otherwise) within 28 days of the Employee complying with subclause 111.4(a).

(c) An Employee will meet the evidence requirements described in subclause 111.4(a) when they have provided the Employer with evidence from the education / training provider that would satisfy a reasonable person that the Employee has obtained the qualification for which the allowance is claimed, for example:

(i) the award of the qualification; or

(ii) the certificate of the qualification; or

(iii) transcript from the education/training provider,

payable from the first pay period commencing on or after the evidence is provided.

111.5 Qualification Allowances - Registered Psychiatric Nurses

A Registered Psychiatric Nurse shall be entitled to a qualification allowance under this clause will be paid, in addition to the Employee's salary, as follows:

(i) The rate - for **"RN Hospital/Grad Certificate"** in SCHEDULE 2- for a Hospital Certificate or Graduate Certificate or equivalent. An equivalent may include a Certificate obtained from training or education facilities provider (such as infection control certificates from the Mayfield Centre) where the programmes are equivalent to a University Graduate Certificate and the training/education provider verifies that in writing.

(ii) The rate for "**RN Post Grad Diploma or Degree"** in Schedule 2 - for a Postgraduate Diploma, Degree or a Double Degree.

(iii) The rate for "**RN Masters**" in SCHEDULE 2- for a master's degree.

(iv) The rate for "**RN PhD**" in SCHEDULE 2- for a Doctorate or a PhD.

111.6 Qualification allowance - Psychiatric Enrolled Nurses and Mental Health Officers

(a) A qualification allowance applies to:

(i) a PEN who holds a relevant certificate or qualification which, is in addition to the minimum qualification held by the PEN for registration with the NMBA; or

(ii) a MHO who holds a certificate or qualification, in which it is demonstrated that at least one component is applicable to the Employee's current area of practice and/or work.

(b) The allowance for a certificate or qualification (Including an Advanced Diploma in Mental Health) for a course of 6 months duration, but not including a pre or post registration course leading to endorsement to administer medication, is 4% of:

(i) for a Level 1 PEN the "**EN1 6 MONTH COURSE**" in SCHEDULE 2

(ii) for a Level 2 PEN the "**EN2 6 MONTH COURSE**" in SCHEDULE 2;

(iii) For a MHO, the "**MHO 6 MONTH COURSE**" in SCHEDULE 2;

(c) The allowance for a certificate or qualification for a course of 12 months duration is 7.5% of:

(i) for a level 1 PEN the "**EN1 12 MONTH COURSE**" in SCHEDULE 2;

(ii) for a level 2 PEN the **"EN2 12 MONTH COURSE**" in SCHEDULE 2;

(iii) for a MHO the "**MHO 12 MONTH COURSE**" in SCHEDULE 2

(d) Provided that only one allowance referred to above is payable to each PEN or MHO, being the allowance for the highest qualification held.

(e) A PEN or a MHO claiming entitlements to the qualification allowance must provide the Employer with evidence that the qualification is actually held.

(f) A qualification allowance cannot be claimed by a PEN in respect of that Employee's qualification leading to registration with the NMBA as a PEN.

111.7 Change of Ward

An Employee in receipt of a qualification allowance who is relocated by the Employer including in accordance with clause 112 (Travelling and Relocation) or clause 115 or 158 (Change of Ward Allowance) into an area where the qualification is not relevant, will continue to receive the qualification allowance.

111.8 Payment During Leave

(a) Registered Nurse - the Qualification Allowances are to be paid on all periods of paid leave except sick leave beyond 21 days and long service leave.

(b) Enrolled Nurse / MHO - the Qualification Allowance are to be paid during all periods of leave.

111.9 Pro rata entitlement

The allowance is to be paid on a pro-rata basis for part time and casual Employees.

111.10 Certificate IV in Training and Assessment Allowance Rate

The rate for "**Cert IV TAE Allowance"** as set out in Schedule 2.

111.11 Preservation of Advanced Diploma in Mental Health

Where an Employee holds an Advanced Diploma in Mental Health and is receiving a higher allowance rate than that within 111, the Employee will not be disadvantaged by the introduction of this Agreement.

112. Travelling and Relocation Allowance

This clause concerns payment only and is not intended to exclude the requirements of clause 18 (Consultation) or 21 (Redundancy and Associated Entitlements) or create a new right to be directed to work at another location.

112.1 In this clause Base Employment Campus means a Campus of the Employer at which the Employee ordinarily starts and finishes work.

112.2 Where an Employee is required by the Employer to temporarily relocate from their Base Employment Campus to another Campus during a shift, the Employee will be paid the vehicle allowance at clause 43 above.

112.3 For the avoidance of doubt, the travel will occur within paid time.

112.4 Where an Employee is required by the Employer to temporarily relocate from their Base Employment Campus to another Campus prior to a shift, the Employee will:

(a) be reimbursed for additional traveling cost to the Employee (where applicable) excluding time spent travelling (which is addressed at (b) below); and

(b) where travel time increases by 15 minutes or greater (to and return) be paid an allowance equal to the Employee's ordinary rate for the additional time spent when compared to the Employee's travel time to the Base Employment Campus.

Nothing in this subclause 112.4 prevents an Employer requiring the travel to occur within the rostered shift.

112.5 Where an Employee is required by the Employer to permanently relocate from their Base Employment Campus to another Campus as a result of redundancy, the Employee will be reimbursed for additional travel costs (where applicable) in accordance with clause 21.7 of this Agreement (Relocation).

112.6 For the avoidance of doubt, nothing in this clause limits the obligations regarding redundancy contained at clause 21 of this Agreement.

112.7 Where an Employee's position is required by the Employer to permanently relocate from their Base Employment Campus to another Campus and the Employee's position is not redundant, the Employee will be reimbursed for additional travel costs (where applicable) in accordance with clause 21.7(b)-21.7(f) of this Agreement.

For the avoidance of doubt, where this is a result of Major Change, the terms of clause 18 will apply, save that the Employer will not be required to take additional steps to mitigate or avert the cost of the relocation.

112.8 This clause does not apply to:

(a) an Employee whose role goes across campuses.

(b) Employees who genuinely choose to work across different campuses and it is not a requirement of the Employer, such as where an Employee elects to pick up an additional shift/s on another Campus on a permanent or ad hoc basis;

(c) Casuals.

113. Saturday and Sunday Work

Note: The term 'ordinary hours of work' is a reference to hours of work that are not at overtime rates.

113.1 This clause shall not apply to Employees above the classification of RPN 5 excepting Employees classified as Nurse Practitioner or those performing direct clinical work, who are entitled to the benefit of this clause.

113.2 Payment for all ordinary hours of work performed between midnight Friday and midnight Sunday (inclusive) shall be paid for at the rate of time and one half.

113.3 If the Saturday or Sunday work involves duty in excess of the prescribed ordinary rostered hours the excess period will be paid at the rate of double time.

113.4 For a casual Employee all ordinary hours of work between midnight on Friday and midnight on Sunday will be paid for at the rate of 187.5%. from the commencement of this Agreement.

113.5 Except in circumstances of a redeployment, a part-time Employee who was also a part-time Employee of the Department as at 19 December 1997 and who became employed (and continues to be employed) by an Employer who is a respondent to this Agreement, shall be paid a 100% shift penalty payment for all work performed on a Sunday. For the avoidance of doubt, such an Employee will not also be entitled to receive the penalties described above.

114. Shift Allowances

This clause shall not apply to an Employee over the level of RPN5 if they are not undertaking direct clinical work.

114.1 Definitions:

In this clause:

(a) Morning shift means any shift that commences between 6:00 p.m. and 6:30 a.m.

(b) Afternoon shift means any shift that finishes between 6:00 p.m. and 8:00 a.m.

(c) Night shift means any shift that finishes on the day after commencing duty or commences after midnight and before 5:00am.

(d) Sunday night shift means a shift worked by a full-time or part-time Employee that commences on Sunday and concludes on Monday.

114.2 Application

Where a shift meets more than one definition as set out in clause 114.1, the Employee will be paid one shift allowance only, with the higher shift allowance where the rates differ.

114.3 Allowances

In addition to any other rates prescribed elsewhere in this Agreement. The Employee will receive the following allowances where an Employee works:

(a) A **Morning Shift**: an amount set out in SCHEDULE 2 per rostered period of duty;

(b) An **Afternoon Shift**: an amount set out in SCHEDULE 2 per rostered period of duty;

(c) A **Night Shift**:

(i) In the case of a casual Employee, the amount referred to as the Casual Night Shift Allowance in SCHEDULE 2 per period of duty;

(ii) In the case of an Employee who is not a casual Employee, the amount referred to as the Night shift until FFPPOA 1 July 2026, the rate at (c)(i) above as set out in SCHEDULE 2; or

(iii) In the case of an Employee who is not a casual Employee, the Sunday Night shift rate in SCHEDULE 2 for a night shift commencing on a Sunday.

(iv) In the case of an Employee who is not a casual Employee from FFPPOA 1 July 2026:

(A) the rate for a Night Shift commencing on a Monday, Tuesday, Wednesday or Thursday as set out in SCHEDULE 2

(B) the rate for a Night Shift commencing on a Friday or Saturday as set out in SCHEDULE 2 or

(C) the Sunday Night shift rate in SCHEDULE 2 for a Night Shift commencing on a Sunday.

115. Change of Ward Allowance

115.1 Definitions

In this clause:

(a) **Base Ward** means the Ward or Unit to which the Employee was rostered to work in accordance with clause 127 (Rosters).

(b) **Multi Base Ward Employee** means an Employee who is contracted to work on more than one Base Ward.

115.2 Relocation from Base Ward –

(a) The Employer will ensure that rosters are issued on a per ward or unit basis.

(b) The allowance under this clause shall apply from FFPPOA 1 November 2025.

(c) Where, at the initiative of the Employer, an Employee performs their rostered shift at a ward, unit or Department that is not their Base Ward, the Employee will be entitled to the Change of Ward Allowance.

(d) The Change of Ward Allowance is set out in Schedule 2.

115.3 Change of Ward Allowance - exceptions

The allowance in this clause does not apply to:

(a) A casual Employee, including a Bank Employee

(b) A Pool Employee

(c) An Employee whose role is genuinely not ward/unit based, such as an After-Hours Coordinator, Educators, Advanced Practice Nurse or who does not ordinarily work in a ward

(d) An Employee not rostered to work in an aged care ward, undertaking ad hoc assessment or supervision duties in an aged care ward for part of a shift

(e) An additional shift that a part-time Employee has agreed to work, unless relocated from the ward on which the additional shift was scheduled to take place

(f) A post-registration student who is required to operate in another ward, unit or department due to their academic requirements.

(g) A Nurse who is required to follow their patient to other units/wards e.g. ECT; or

(h) Working from home arrangements or other like arrangements; or

(i) A Multi Base Ward Employee to the extent they are working on a Base Ward in accordance with their roster.

Example: An Employee is contracted to work on Ward A on some days, and Ward B on other days. Ward A and Ward B are Base Wards for the purposes of this clause. A Multi Base Ward Employee who, at the initiative of the Employer, performs their rostered shift at a ward, unit or department that is not their Base Ward, will be entitled to the Change of Ward Allowance.

115.4 Anti-avoidance

Employer must not seek to circumvent this provision by, for example, defining multiple wards as one ward, declaring Employees to be part of a pool arrangement or Multi Base Ward Employee contrary to their wishes, amalgamating cost centres, or not rostering to a ward, unit, clinical section or department where that would ordinarily be the case.

115.5 Additional Provisions

Additional provisions apply where an Employee redeploys to a Campus that is not their Base Employment Campus (See clause 112 Traveling and Relocation Allowance), or the redeployment is as a result of the Employee being an Affected Employee (see clause 21.2(a)).

116. Sole Allowance

116.1 An Employee, who is the only person, employed by the Health Service in one of the below listed classifications, shall be paid, in addition to their appropriate rate, the allowance per week listed in Schedule 2.

(a) Registered Psychiatric Nurse

(b) Psychiatric Enrolled Nurse

SECTION 2 | PART E: HOURS OF WORK AND RELATED MATTERS

117. Hours of work

117.1 A full time Employee will work an average of 152 hours per four-week period.

117.2 The roster for full-time Employees and part-time Employees in bed-based services and CAT teams (however so titled) will comprise minimum shift lengths of:

(a) 8-hour day shift

(b) 8-hour evening shift; and

(c) 10-hour night shift. If required, discussions may take place at the local level between Employer and Employees and their unions to consider the application of this roster configuration to part-time Employees in non-bed based and CAT services.

(d) By mutual Agreement, a 12 Hour Shift Agreement in accordance with a 12-hour shift agreement under clause 122.

117.3 Accrued Day Off

See clause 132 – Accrued Day Off

117.4 Alterations to ordinary hours of work

(a) The obligations as they apply to a particular Employer under sub-clauses 117.1 to 117.2 may be varied by agreement between the Employer and the affected Employee/s for the following reasons:

(i) the majority of Employees seek shifts that are contrary to the 8:8:10 roster described in sub-clause 117.2 above; or

(ii) to allow for the continuation of current arrangements with respect to 'hours of work'; or

(iii) in accordance with an individual flexibility agreement or flexible working arrangement.

(b) Arrangements adopted in accordance with sub-clause 117.4(a)(i) or 117.4(a)(ii) above must not result, on balance, in a reduction in the overall terms and conditions of employment of the Employee to whom the proposed arrangements would apply.

(c) Any agreement under this clause will be recorded in writing and copies shall be provided to Employees to whom the arrangements apply.

117.5 Additional shifts above staffing profile

Additional shifts, above the existing staffing allocation, to meet specific treatment or program requirements may be met by shifts of up to 8 hours (10 hours night duty), but not less than 4 hours. Such shifts are not for the purpose of increasing the available staffing to meet ongoing escalated demand that continues beyond the end of the shift.

117.6 12 Hour Shift Agreement

(a) A 12 Hour Shift agreement that commences after this Agreement comes into operation will be implemented in accordance with clause 122 (Implementation of a non-complying proposal) of this Agreement.

(b) Any 12-hour shift trial or agreement must allow, as a minimum, for 2 meal breaks per 12-hour shift - one unpaid 30 minute meal break and one 20 minute paid meal break and three 10 minute paid tea breaks.

(c) A 12-hour shift trial or agreement may be terminated either:

(i) in the manner provided in the shift trial or agreement; or

(ii) in the case of the Employer, following consultation in accordance with clause 18 of this Agreement (Consultation) and, where relevant, clause 21 (Redundancy and Associated Entitlements).

118. Overtime

118.1 Application

(a) This clause does not apply to an Employee over the level of RPN5 if they are not undertaking direct clinical work.

(b) An Employer may require an Employee to work 'reasonable overtime' at overtime rates and such an Employee will work overtime in accordance with such a requirement.

118.2 Overtime Definition

(a) Overtime means work requested or directed by the Employer that is performed:

(i) in excess of the ordinary hours prescribed at clause 117 (Hours of Work), save for the exception at clause 49 relating to Daylight Savings; or

(ii) in addition to the Employee's rostered shift length; or

(iii) where a break of at least eight hours has not been provided between successive shifts – for all work performed until a break of eight hours is provided; or

(iv) as recall to duty, including recall on a public holiday.

(b) Overtime is also provided at clauses 123 (On-call /Recall), 124 (CATT On-call/Recall Allowances) and 125 (10 Hour break between overtime/recall).

118.3 Overtime Penalty Rates

(a) Overtime penalty rates are to be paid as follows:

(i) Monday to Friday (inclusive) – time and half for the first two hours, double time thereafter; and

(ii) Saturday and Sunday – double time; and

(iii) Public Holidays – see clause **Error! Reference source not found.** (Public Holidays).

(b) When calculating overtime payments, each day or shift shall stand alone. Where a period of overtime worked commences on one day and finishes on another, the calculation of overtime will be treated as if the overtime took place in a single day or shift.

> **Example**: An Employee commences overtime at 10pm and it concludes at 2am. The Employee shall be paid time and a half for the first 2 hours (10pm to midnight) and double time thereafter (midnight to 2am).

118.4 Rest break during overtime

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

118.5 Reasonable overtime

(a) In determining whether overtime is "reasonable overtime" for the purposes of subclause 118.1(b), the following must be taken into account:

(i) any risk to Employee health and safety from working the additional hours

(ii) the Employee's personal circumstances, including family responsibilities

(iii) the needs of the workplace or enterprise in which the Employee is employed

(iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours

(v) any notice given by the Employer of any request or requirement to work the additional hours

(vi) any notice given by the Employee of their intention to refuse to work the additional hours

(vii) the usual patterns of work in the industry, or the part of an industry, in which the Employee works

(viii) the nature of the Employee's role, and the Employee's level of responsibility; and

(ix) any other relevant matter.

(b) An Employee may refuse to work overtime, if the request is unreasonable.

118.6 Approval of Overtime

(a) A request or direction made by the manager of the ward/team that an Employee work overtime is, for the purposes of this clause, a direction or request of the Employer regardless of whether clause 118.6(b) is complied with.

(b) An Employer may create policies and procedures regarding the process the nurse in manager of the ward/team is required to undertake prior to approving overtime.

118.7 Time off instead of payment for overtime

(a) An Employees may, with the consent of the Employer, elect to take time off in lieu of payment for overtime worked, for a period equivalent to the overtime worked, plus a period of time equivalent to the overtime penalty incurred. Time off in lieu of overtime will be taken at a time mutually agreed between the Employer and the Employee, provided that the accrual of such leave shall not extend beyond a 28-day period.

(b) Where the time off is not taken within 28 days, the overtime worked will be paid in the next pay period.

118.8 Transport following overtime

(a) Where an Employee finishes a period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer will provide adequate transport free of cost to the Employee, including the return journey where the Employee's vehicle remains at the workplace.

(b) Where overtime is a result of a double shift, the provisions at subclause 118.9 below (Additional Provisions for Double Shifts) also apply.

118.9 Additional Provisions for Double Shifts

(a) A double shift occurs where a non-casual Employee has worked 14 or more continuous hours (inclusive of any paid or unpaid breaks).

(b) An Employee who works a double shift will be entitled to overtime for the time worked in addition to the Employee's rostered shift length in accordance with subclause 118.3.

(c) If an Employee works a double shift (which should only occur in emergency circumstances) the following will apply to mitigate the risk of fatigue and clinical error:

(i) allow paid breaks of at least 10 minutes' duration in each two hours worked; and

(ii) adequate transport will be provided free of cost to the Employee, including the return journey where the Employee's vehicle remains at the workplace.

119. Make-up time

119.1 Notwithstanding provisions elsewhere in the agreement, the Employer and the majority of Employees at an enterprise may agree to establish a system of make-up time provided that:

(a) An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement.

(b) An Employee on shift work may elect, with the consent of the Employer, to work make-up time under which the Employee takes time-off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

119.2 Clause 119.1 is subject to the Employer also informing each union of its intention to introduce an enterprise system of make-up time flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

119.3 Once a decision has been taken to introduce an enterprise system of make-up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to *Fair Work Regulations 2009* (Cth).

120. Permanent Night Shift

Note: This clause does not apply to casual Employees. It is the intent of this provision to maximise the use of permanent night shift employees.

120.1 Permanent Night Shift Employment

(a) In this clause, a permanent night shift employee means a full or part-time Employee who only works on night shift subject to the provisions of clause 120.6.

(b) Utilisation of permanent night shift employees will be the preferred approach to staffing at night wherever possible.

120.2 Permanent Night Shift Employment – Employee Request

(a) An Employee may make a written request to work permanent night shift and an Employer may only refuse on reasonable business grounds. Where an Employee makes a written request, the Employer will respond in writing within 21 days.

(b) Where an Employer proposes to refuse the request on reasonable business grounds, the Employer will notify the Employee in writing of those reasonable business grounds and will offer to meet with the Employee to discuss the request before a decision is made.

120.3 Permanent Night Shift Employment – Transitional

(a) With respect to wards or units with a night shift, the Employer will advise Employees who, in the previous 12 months or prior to commencing any period of extended leave:

(i) were working as permanent night shift employees as defined at clause 120.1 that they will be appointed as permanent night shift employees before three months after the commencement of the Agreement, unless they indicate they do not wish to be so appointed.

(ii) were working as permanent night shift employees as defined at clause 120.1 as part of a temporary variation, flexible work arrangement or comparable situation ("the arrangement") they will be appointed as permanent night shift for the duration of the arrangement in respect to that ward or unit.

(iii) worked night shift other than as a permanent night shift employee (i.e. worked night shifts and other shifts) to express an interest in continuing to work night shifts, and the amount of night shift they wish to continue working.

(b) Employees at (iii) above will, where practicable, be offered night shifts in accordance with their expressed amount of desired night shift, in respect to that ward or unit.

(c) Following the process described at subclause 120.3(a), the Employer will seek expressions of interest from Employees with respect to the remaining night shifts necessary to meet the night shift staffing requirements for that ward or unit before 4 months after the commencement of the Agreement.

(d) In responding to expressions of interest, subject to any skill mix or ANUM requirements, full or part time staff for whom the ward is their Base Ward/Unit will be preferred in determining permanent night shift status.

(e) The Employer will provide progress reports to the WIC of progress in implementing this clause.

120.4 Post transition - Permanent Night Shift Employment Vacancy

Where a vacancy (whether permanent or temporary) on night shift occurs after the period referred to in 120.3(a)(i), the Employer will seek to fill it with a permanent night shift employee.

120.5 Provision of education to permanent night shift employees

(a) Wherever practicable, permanent night shift employees will be offered education during their night shift.

(b) Where this is not practicable and it is necessary to roster the Employee to shifts other than night shift for the purpose of providing education, this will occur without loss of income to the Employee.

(c) Nothing in this clause is intended to alter an Employer's rights regarding undertaking performance management in accordance with clause 25 to support Employees. Performance management has the same meaning as set out at subclauses 25.5(b) and 25.5(c) of this Agreement.

120.6 Other provisions

(a) Unless 120.6(b) applies, where an Employer seeks to end an Employee's status as a permanent night shift employee, the provisions of 18 (Consultation) shall apply and a notice period of not less than 8 weeks will be provided.

(b) Where an additional employee/s seeks to become a permanent night shift employee/s, the Employer will review the allocation to permanent nights in accordance with the process contained at 20 (Consultation about Changes to Rosters or Hours of Work) and any amended arrangement will apply from the release of the next roster.

(c) An Employee who is a permanent night shift worker must have a minimum 47 hours break before working other shifts unless requested by the Employer to return earlier.

120.7 Review

The Employer will work with the Unions to evaluate the changes above to ensure there are no unintended consequences, with reports being provided to the WIC.

121. Night Shift Rostering Principles (other than permanent night shift employees)

Note: This clause does not apply to casual Employees.

121.1 General

The purpose of this clause is to support and give effect to those parts of the 'Developing Employee-Centred Rostering Principles' Report and Recommendations with respect to rostering duty

(a) offering flexibility in how night duty is rostered is important for Employees to be able to support their health and wellbeing. It is important to support and encourage staff to have input into how their night duty is rostered; and

(b) Giving Employees a choice of permanent night duty, rostered blocks of night duty or ad hoc rostered night duty may have a positive impact on staff satisfaction; and

(c) ensuring clear processes are in place to support this so that there is a fair allocation of non-permanent night duty.

121.2 Night shift – rostering in blocks

Where night shift is performed by Employees who are not permanent night shift employees as defined at clause 120.1 (Permanent Night Shift), the Employer will, by not later than 6 months after the commencement of the Agreement, establish rostering principles to provide greater choice as to when and how night shift work is performed, including in planned blocks across a 12-month period.

121.3 Break after night shifts

An Employee, other than a permanent night shift employee, required to work night shifts must have a minimum 47 hours break before working other shifts unless requested by the Employer to return earlier.

121.4 The Employer will work with the Union/s to evaluate the changes above to ensure there are no unintended consequences, with reports being provided to the WIC twice yearly or as otherwise determined by the WIC.

122. Proposals to Vary Specific Matters

122.1 Application

(a) This clause will apply to any proposal by an Employer or Employees to:

(i) implement an alternate Four Clear Days Allowance (see clause 126);

(ii) amend the existing staffing profile (other than that contained at clause 138.5(e)(ii) or

(iii) Implement a 12-hour Shift Agreement

(b) Nothing in this clause:

(i) allows for the unilateral changing of an Employee's contract of employment.

122.2 Definitions

In this clause:

(a) Affected Employee means an Employee in the ward, unit or program to which the proposal relates.

(b) EFT neutral means there is no reduction in nursing hours in a ward, unit or program as a result of the proposal.

122.3 Written proposal (complying and non-complying proposal)

The Employer will provide a written proposal to the Affected Employees and, at the same time, both the Secretary of the ANMF and State Secretary of HACSU. The proposal will address, where relevant, the considerations referred to in clause 122.9 below.

122.4 Meaning of Complying Proposal

In this clause, a complying proposal is a proposal that:

(a) is EFT neutral

(b) is not a non-complying proposal as described at clause 122.7 below.

122.5 Consultation period – complying proposal

A maximum of three weeks from the date of provision of the information in clause 122.3will be provided for consultation.

122.6 Implementing a complying proposal

(a) Genuine majority agrees

Except as provided at (c), below, where a genuine majority of Affected Employees agree to a complying proposal at the local level it may be implemented from the beginning of the next roster period. Such agreement will not be unreasonably withheld.

(b) Disputes

Should there be concern as to the 'genuine' nature of the agreement of the affected Employee, or agreement being unreasonably withheld, either party may progress such concerns through the Dispute Resolution Procedure within seven days of the view of the Affected Employees being determined. While the Dispute Resolution Procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.

(c) Exception – flexible work arrangement

The requirement at subclause 122.6(a) does not apply where the complying proposal is facilitating a flexible work arrangement within the meaning of clause 89 (Flexible Working Arrangements). Following the consultation period at clause 122.5, a complying proposal facilitating a flexible work arrangement may be implemented from the beginning of the next roster period.

122.7 Meaning of Non-Complying Proposal

In this clause, a non-complying proposal is a proposal about a matter at subclause 122.1(a) that:

(a) is not EFT neutral

(b) is non-compliant with the staffing profiles contained with Schedule 10

(c) reduces shift length; or

(d) includes 12-hour shifts.

122.8 Implementation of a non-complying proposal

(a) A maximum of one month from the date of provision of the written proposal will be provided for consultation.

(b) Where the Employer, the ANMF, HACSU and the affected Employees agree, the proposal may be implemented from the beginning of the next roster period.

(c) Where the Employee(s) do not agree with an Employer's proposal, a secret ballot of affected Employees will be conducted. If the ballot does not endorse the proposed change, then the proposal will not proceed.

(d) Before voting for a permanent 12-hour shift arrangement, Employees must have adequate time to read and discuss the full 12-hour shift trial final evaluation report.

122.9 Considerations

The following are considerations, where relevant, that must be addressed in relation to a proposal referred to in clause 122.1:

(a) consumer/patient profile – consideration of consumer/patient acuity/clinical context, age of the patient, complexity, length of stay and throughput of patients in the clinical setting e.g. emergency admissions, planned admissions and transfers to/from intensive care areas

(b) the capacity of nursing staff to complete their duties within existing work hours

(c) quality of care/clinical risk including adverse outcomes such as falls (with or without injury), effects of medication, medical co-morbidities, and medication errors (With or without patient consequences);

(d) occupational health and safety considerations such as physical environment and staff safety

(e) nursing engagement

(f) for 12-hour shift proposals, an appropriate evaluation process, with a pre-trial and post-trial comparative analysis, monitoring and review throughout the trial and a final review and evaluation at the trial end; and

(g) for 12-hour shift proposals, the proposed trial period (which should be at least 6-12 months).

122.10 Preservation of Existing Workload Management Proposals

A 12-hour shift Agreement that was implemented prior to this Agreement coming into operation remains in effect, subject to the terms of this Agreement.

123. Oncall/Recall (non CATT)

123.1 On-call Allowance

(a) An Employee may be rostered to be 'on call'.

(b) On call means available to be recalled to duty in that period of time beyond the Employee's rostered hours of duty.

(c) An Employee rostered to be on-call will be paid the 'on-call allowance' set in Appendix 2 per 12-hour period or part thereof commencing with the following rates:

(i) Monday to Friday- as per SCHEDULE 2.

(ii) Saturday – as per SCHEDULE 2

(iii) Sunday or public holiday – as per SCHEDULE 2; and

(iv) Weekend public holiday – as per SCHEDULE 2.

(d) The telephone allowance in the 2020 Agreement does not apply from FFPPOOA 1 November 2025 and has been included in the rates at 123.1(c) above.

(e) An Employee rostered to be on-call for a period spanning two days over which two different on-call allowances apply will receive a payment which is equal to the allowance payable for the day attracting the higher allowance.

123.2 Recall – Return to Workplace

(a) An Employee recalled to work during an off-duty period will be paid overtime for a minimum of three hours pay at the appropriate overtime rate where the work is not continuous with the next succeeding rostered period of duty.

(b) An Employee recalled to work will not be required to work the full three hours if the work to be performed is completed in a shorter period.

(c) Each period of recall under this clause within an on-call period will stand alone, provided that:

(i) only the first period of recall within an on-call period will result in a lower overtime penalty (if applicable under subclause 123.2); and

(ii) consecutive periods of on-call will be treated as a single period of on-call for the purposes of (i) above.

(d) Subclause 123.2(b) above will not apply when overtime is continuous with the completion or commencement of that Employer's rostered shift.

(e) The time spent travelling to and from the place of duty will be deemed to be time worked.

(f) From FFPPOOA 1 November 2025, if an Employee is recalled and is subsequently not required to commence work the Employee is entitled to the minimum payment at clause 123.1 above.

(g) An Employee who is recalled to work outside ordinary rostered hours and who uses their own vehicle for transport from home to place of work and return shall receive the Vehicle Allowance.

(h) If the Employee finishes any period of recall at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer shall provide adequate transport free of cost to the Employee.

123.3 Recall – Without Return to Workplace

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

(b) Where the Employee is due to commence rostered ordinary hours within 4 hours of the completion of the call, and the cumulative recall work in the 8 hours immediately preceding rostered duty meets the following criteria:

(i) has exceeded two hours work (rather than the time paid); or

(ii) comprises 3 or more recalls over a period of 4 hours or more

123.4 the Employer will:

(i) not require the Employee to resume or to continue to work without having had 10 consecutive hours off duty without loss of pay for rostered ordinary hours; or

(ii) pay the Employee at the rate of double time until released from duty for 10 consecutive hours, without loss of pay for rostered ordinary hours occurring during such absence.

124. CATT On-call/ Recall Allowances

124.1 Oncall Allowance

(a) Employees engaged for on-call/recall for the provision of a crisis response (CATT-type function), shall be paid an allowance at the rate set out in Schedule 2 for each on call period of 12 hours or part thereof as follows:

(i) Monday to Friday- as per SCHEDULE 2

(ii) Saturday – as per SCHEDULE 2

(iii) Sunday or public holiday – as per SCHEDULE 2

(iv) Weekend public holiday – as per SCHEDULE 2.

(b) The telephone allowance in the 2020 Agreement does not apply from FFPPOA 1 November 2025 and has been included in the rates at 124.1 above.

(c) An Employee rostered to be on-call for a period spanning two days over which two different on-call allowances apply will receive a payment which is equal to the allowance payable for the day attracting the higher allowance.

(d) The purpose of the allowance set out in this clause is to compensate Employees for the inconveniences associated with being on-call and performing duty of up to one hour.

124.2 Recall

(a) The on-call allowance includes payment of work performed of up to one hour's aggregate duration for each on-call period.

(b) For work performed in excess of an aggregate of one hour during an on-call period, payment shall be made at the normal overtime rate paid at the Employee's substantive classification and increment level.

(c) Only the first period of recall within an on-call period will result in a lower overtime penalty.

(d) The parties are to regard telephone attendance as recall to duty.

124.3 Additional Provisions

(a) Only one Employee per team each night shall be rostered on-call and in receipt of the allowance. No other team member (other than a psychiatrist) will be required or requested to provide out of hours service for that particular night.

(b) Employees are to receive an uninterrupted break of at least 10 hours between the end of the recall and the next shift. Where the 10-hour break is not observed double time will be paid for all work performed until such break is observed.

(c) An Employer may not require an Employee to be on call for CATT type duties for a period of more than 12 hours.

(d) The on-call/recall allowance for CATT type duties applies to all Employees who are required to perform CATT type duties.

124.4 Savings Provision

(a) Despite clause 124.1, existing arrangements for periods of on-call for CATT type duties below 12 hours that existed prior to 29 September 2001 may continue.

125. Ten Hour break between overtime/recall

This clause does not apply to recall work performed under sub-clause 123.3 (Recall Without Return to Workplace).

125.1 Entitlement

When overtime worked (adjacent to a rostered shift (whether immediately before or after) an Employee is entitled to at least 10 consecutive hours off duty between finishing the period of duty and the commencement of the next period of duty.

125.2 Exception

(a) An Employee who works so much overtime that the Employee would not have had at least 10 hours continuously off in accordance with clause 125.1 will be released after completion of the period of duty until the Employees has had 10 consecutive hours off duty. Such a release will be without loss of pay for rostered ordinary hours occurring during such an absence.

(b) If an Employee is required by the Employer to attend for, or to continue to work, without having had 10 consecutive hours off duty, the Employee will be paid at the rate of double time until released from duty for 10 consecutive hours off duty, without loss of pay for the rostered hours occurring during such absence.

126. Four Clear Days Allowance

126.1 Four Clear Days Allowance

Note: for other provisions relating to rosters see clause 127 (Rosters).

(a) Subject to clause 126.1(b) below, commencing from the first 28-day roster posted after the date this Agreement commences operation, an Employee is entitled to four clear days in each fortnight of each 28-day roster period free from duty, including on-call/recall work.

(b) An Employee who does not receive four clear days off duty as described in clause 126.1(a) in a four-week roster period will be paid an allowance of 3.167 hours' ordinary pay (pro rata for part-time Employees) on each applicable occasion.

126.2 Alternative

(a) An Employer or Union covered by this Agreement may propose alternative arrangements to clause 126.1 to apply to a ward or unit. The proposal may be implemented where the Employer, the Unions and the majority of affected Employees genuinely agree.

(b) Any proposal under subclause 1.1(c)(a) will be provided in writing to the affected Employees and Unions.

127. Rosters

This clause does not apply to casuals and Employees above the level of RPN5

127.1 Posting of Roster

(a) Subject to clause 127.10 (employees not required to have a roster), the ordinary hours of duty for full time and part time Employees shall be worked according to a written roster that will:

(i) be of at least 28 days duration

(ii) be posted at least 28 days before it comes into operation in each work location where it can be readily seen by such Employees and/or other representatives of the Union(s) for the purpose of ensuring compliance with the rostering provisions of this Agreement.

(iii) as far as practicable reflect the roster each Employee will work.

(b) Nothing in this clause precludes an Employer issuing the roster or the on-call roster in electronic form.

127.2 Rosters will:

(a) set out:

(i) the Employee's ordinary working hours

(ii) starting and finishing times

(iii) meal intervals.

(b) have a staffing mix that complies with sub-clauses 137.9 and 137.10 if applicable;

(c) allocate a RPN to be in charge if applicable; and

(d) not change without at least fourteen days' notice of a change in roster other than in an emergency situation external to the employer, subject to clause 127.3 below.

(e) Provide an Employee who works 0.8 EFT or more with two consecutive days off per week. Nothing in this subclause (e) is intended to:

(i) restrict an Employee requesting single days off, including as a self rostering request; or

(ii) prevent an Employee who works 0.8 EFT or more from having a single day off rostered where they also have consecutive days off rostered that week.

(f) From the commencement of the Agreement, an Employer may use an alternative method to record meal interval allocations outlined in 127.2(a)(iii) if the electronic roster system being used is unable to accommodate its inclusion. This will be located in each work location where it can be readily accessible by such Employees and/or other representatives of the Union(s) to ensure compliance with meal break provisions, for a period of no less than 6 years.

127.3 Breaks between rostered shifts

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

127.4 Roster Not Posted at least 28 days before it comes into operation

(a) Where a roster is not posted 28 days in advance as required by clause 127.1, each shift in the roster that is worked with less than 28 days' notice shall attract a change of roster allowance as prescribed at subclause 127.8(ii) (change of roster allowance).

Example: A roster for a ward was posted 25 days before coming into effect, rather than 28 days as required by clause 127.1. A change of roster is payable for those shifts worked on the roster with less than 28 days' notice.

(b) The provisions of subclause 127.1 do not apply where:

(i) In respect of a shift that the Employee agrees to work as an additional shift under the supplementary roster

(ii) In respect of a shift that the Employee works that already attracts the Change of Roster allowance under clause 127.8 (change of roster allowance);

(iii) The shift was not rostered in advance because the Employee swapped shifts by agreement with another Employee; or

(iv) The roster is varied in accordance with this Agreement, for example clauses 127.6 and 127.8.

127.5 Roster Arrangements

(a) The following rostering principles will apply:

(i) Unless by agreement, shift changes shall be avoided during the roster period

(ii) There shall be an equitable allocation of rostered time on and off on weekends and public holidays among all Employees

(b) Subject to practicality and service requirements, the Employer will ensure that:

(i) Employees will not be rostered for more than six consecutive days or more than four consecutive nights unless otherwise agreed at the initiative and written request of the Employee and then agreed in writing

(ii) single days/nights off will be minimised; and

(iii) rostered days off shall be attached to either 2 consecutive days/night off or to a single day/night off.

(c) The roster shall be drawn up so as to provide at least eight hours off duty between successive ordinary shifts

(d) All Employees shall receive at least one clear day off in each week in the case of dayshift Employees and one clear night off in each week in the case of night shift Employees.

(e) Nothing in this Agreement is intended to disturb local rostering arrangements or arrangements with the Employer.

127.6 Fixed Rosters

(a) An Employee, by making a written request to the Employer, may have a roster fixed by mutual agreement (subject to the other provisions of this Agreement) in lieu of the provisions of subclauses 127.1 to 127.2 save that:

(i) an Employer will not unreasonably refuse a request for a fixed roster agreement where the Employee can demonstrate a regular and systematic pattern of work (as defined below);

(A) **regular and systematic pattern of work** means working set days or shifts in a demonstrable pattern over the preceding six months (recognising that additional ordinary shifts may be worked around that fixed pattern); but

(B) does not include shifts worked because the Employee who usually works them is on extended leave.

(ii) where a fixed roster agreement is made, the Employer will provide the Employee with an amended Letter of Appointment detailing the fixed roster agreement which will be consistent with the **regular and systematic pattern of work described at (A) and (B) above**; and

(iii) where the Employer proposes to change the Employee's fixed roster agreement, the terms of subclause 18 (Consultation) or clause 20 (Consultation about changes to rosters or hours or work) will apply, depending on the circumstances.

(b) A written request for a fixed roster may be made in circumstances where the Employer is proposing to alter, or has recently altered, the Employee's regular and systematic pattern of work.

(c) An Employee may end the fixed roster agreement at any time by giving written notice to the Employer. In such a case the roster for the Employee will be set according to the provisions of subclauses 127.1 to 127.2 above from the commencement of the next full roster period being not less than five clear days after the written notice is received.

127.7 On-Call Rosters

The intent of this subclause is to ensure Employees have a reasonably predictable pattern of work during the on-call roster period. This clause does not apply to casual Employees, DON's or Deputy DON's.

(a) **Planned on-call arrangement** means the on-call arrangements the Employer would reasonably expect to be required within the work location at the time the on-call roster is released.

(b) Planned on-call arrangements for full-time and part-time Employees will be:

(i) worked according to a written roster of at least 28 days duration; and

(ii) posted at least 28 days before it comes into operation in each work location where it can be readily seen by Employees and representatives of the Employees, including the Union without notice.

(c) Nothing in this clause prevents an Employer placing an Employee on-call in circumstances where the requirement for the Employee to be rostered on-call was not known at the time the roster was released, save that where this occurs, the allowance at 127.8 applies.

(d) On-call/recall payments are located at 123 and Schedule 2.

127.8 Change of Roster Allowance

If the Employer changes an Employee's roster or planned on call roster once set in accordance with subclauses 127.1 or 127.7(on-call roster), other than as excepted in 127.2(d), the Change of Roster Allowance will apply in relation to each change as follows:

(i) 7 days' or less notice, the applicable rate in Schedule 2,

(ii) 8 to 14 days' notice, the applicable rate in Schedule 2.

This allowance is not payable to a part-time Employee for an additional shift worked unless the circumstances described in subclause 128 (Supplementary Roster) apply.

(b) If an additional shift is worked by a part-time Employee other than under the supplementary roster, it attracts the Change of Roster Allowance as described at subclause 127.8(ii) above,

(c) This clause 127.8 does not apply to those circumstances covered by clause 84A (Change of Ward Allowance) unless the start and/or finish time on the Employee's roster, in relation to ordinary hours, also change

127.9 Rosters which include work on public holiday

(a) Employer must implement a policy or procedure for the issuance and finalisation of rosters which cover the performance of work on a public holiday under the Act.

(b) The policy / procedure referenced at subclause 127.9(a) above should:

(i) set out the process for an Employee to request not to work on a public holiday they are requested to work; and

(ii) set out the process for the Employer to provide a written response to an Employee's request not to work on a public holiday they are requested to work

(c) An Employer who receives a request under subclause 127.9(b)(i) must accept that request unless the Employer determines that the refusal is not reasonable in the circumstances. The factors an Employer must consider when determining whether a request is not reasonable include:

(i) whether the Employee has clearly explained a reason for refusing to work on the relevant public holiday

(ii) the nature of the Employer workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee

(iii) the capacity for the Employer to find a replacement Employee to perform the same work

(iv) the Employee's personal circumstances (including family responsibilities) to the extent that those circumstances have been disclosed to the Employer

(v) whether the Employee could reasonably have expected the Employer to request that they work on the public holiday(s)

(vi) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects expectation of, work on the public holiday(s)

(vii) the type of employment of the Employee (e.g., whether full-time, part-time, casual or shiftwork);

(viii) the amount of notice in advance of the public holiday given by the Employer when making the request

(ix) the amount of notice in advance of the public holiday given by the Employee when refusing the request

(x) the number of public holidays the Employee has previously worked and been required to work in recent roster durations; and

(xi) any other relevant matter.

(d) Where the Employer has requested an Employee to work any public holiday(s) and either:

(i) the Employee has not made a request not to work the public holiday in accordance with the policy or procedure referenced at subclause above; or

(ii) the Employer has determined that a request was not reasonable (taking into account the factors in subclause 127.9(c)),

the Employer may require the Employee to work on the relevant public holiday(s).

127.10 Employees not required to have a roster

(a) The requirement to have a roster at clause 127.1 and payments for failing to post a roster at clauses 127.1 and 127.6 do not apply to those Employees who are genuinely not required to work in accordance with a roster. Whether an Employee is genuinely not required to work in accordance with a roster shall be determined on the circumstances including:

(i) The nature of the role and the environment in which it operates

(ii) The practice at the worksite; and/or

(iii) That the Employee's work hours are set or self-directed.

(b) This clause 127.10 does not limit an Employer's obligations in respect to on-call rosters.

(c) By not later than 6 months after the commencement of the Agreement the Employer will provide the WIC with a list of existing Employee positions it says do not work in accordance with a roster. Any disputes about whether such Employees are genuinely not required to work in accordance with a roster (for the purposes of subclause (a) above) that are not resolved at the WIC will be referred to the Central Implementation Committee.

(d) Where the Employer is proposing to create a position to which this clause 127.10 applies, this information will be included in the change impact statement required under clause 18 (Consultation).

128. Supplementary Roster

128.1 In addition to the roster under clause 127 (Rosters), the Employer will maintain a supplementary roster.

128.2 A supplementary roster facilitates additional shifts worked on a voluntary basis. The supplementary roster will:

(a) display vacant shifts, at a point in time, which Employee can nominate to work; and

(b) contain a 'stand-by' facility where Employees wishing to work extra shifts can nominate the days / shifts they wish to work should such vacancies arise in the normal roster.

128.3 Vacancies that arise in the normal roster issued under clause 128 will, as far as possible, be filled through the supplementary roster.

128.4 If a vacancy in the roster:

(a) is filled under the supplementary roster, the additional shift is an 'additional shift worked by agreement' and does not attract the 'change of roster' allowance under clause 127 (Rosters);

(b) cannot be filled from the supplementary roster, an Employee may be requested to work an additional shift (subject to the provisions of this Agreement and the additional shift attracts the "change of roster allowance" in SCHEDULE 2, in addition to any other entitlement on each such occasion.

128.5 Nothing in this clause prevents an Employer from operating an electronic supplementary roster, provided it meets the objectives of subclause 128.2 above.

128.6 Where an Employee is requested by the Employer to work an additional shift other than by the supplementary roster, each such additional shift worked will attract the 'change of roster allowance' in Schedule 2 in addition to any other entitlement on each such occasion.

128.7 A contract of employment that requires an Employee be available for extra shifts does not override this provision.

128.8 Overtime remains payable where it would otherwise apply, such as double shifts (for hours in addition to ordinary hours) and recall.

128.9 This clause does not inhibit Employees swapping shifts amongst themselves (subject to operational requirements) in which case no change of roster allowance is payable.

129. Right to Disconnect (Supplementary Roster)

This clause is additional to clause 46 (Right to Disconnect).

This clause does not apply to casual Employees.

129.1 General

(a) The Right to Disconnect refers to an Employee's right under the Act to be able to disengage from work and refrain from engaging in work-related communications, such as emails, telephone calls or other messages, while an Employee is off-duty, including during periods of approved leave or rostered days off.

(b) The primary challenge to an Employee's Right to Disconnect is out of hours contact to determine availability for additional shifts.

129.2 Filling vacancies through the Supplementary Roster

This Agreement makes provision for:

(a) Availability arrangements via the supplementary rosters,

(b) Change of roster allowance, and

(c) On-call and recall arrangements.

The Employer will consult the Supplementary Roster before reliance on mechanisms described at subclauses (b) or (c) above or otherwise contacting an Employee (including through text message or instant messaging applications (e.g. WhatsApp) to determine their availability for an additional shift or different shift.

129.3 Employer Obligations to Support Right to Disconnect

To support the Right of Employees to Disconnect, the Employer will:

(a) Undertake a review of its arrangements for contacting Employees out of hours to determine availability, to ensure the system for contact is as efficient as possible, avoiding unnecessary contacts (such as multiple incidents of contact for the same shift) and prioritising use of the supplementary roster; and

(b) Report the results of the review under subclause 129.3(a) to the WIC and the status of supplementary roster arrangements.

(c) The actions made under subclauses 129.3(a) and 129.3(b) shall occur within the first six months of this Agreement commencing operation and shall be reported to the WIC.

(d) The WIC will work cooperatively to address any identified instances of contact inconsistent with the clause during the life of this Agreement.

129.4 Employee Right to Disconnect in relation to requests for additional or changed hours of work

Employees are not required to read or respond to emails, messages or phone calls outside of their on-duty periods with respect to offers or requests for additional or changed hours of work unless:

(a) the Employee has indicated availability for the relevant shift in accordance with clause 128 (Supplementary Roster);

(b) the Employee is in receipt of the on-call allowance for that period as set out in clause 123 (On-call/Recall (non-CATT)) or 124 (CATT On-call/ Recall Allowances); or

(c) the Employee has been directed by the Employer to perform overtime.

130. Rest and Meal Breaks

130.1 Rest Intervals

At a time, suitable to the Employer two rest intervals of 10 minutes each shall be given to all Employees during each day or rostered shift and shall be counted as time worked.

130.2 Meal breaks

Except as provided for in clause 130.2(b) and (c), a meal break of not less than 30 minutes and not more than 60 minutes shall be provided to each Employee during a shift. The meal break shall not be counted as time worked.

(a) Employees are entitled to leave the ward/unit area during their meal break.

(b) An Employee unable to take their meal break on an ad hoc basis will be paid for the meal break as time worked at their ordinary rate plus 50%.

(c) Where Employees are regularly unable to take their meal breaks, a 'crib time' arrangement will operate. The crib time arrangement entitles an Employee to a paid meal interval of not less than twenty minutes to commence between three hours and five hours of duty at a rate equivalent to ordinary hours.

130.3 Meal Break not taken – escalation

Each Employer will describe, in writing, the steps to be taken where an Employee does not take a scheduled meal break to ensure that:

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

131. Portfolio Work in Paid Time

131.1 Employees with a portfolio or administrative responsibility allocated by their Employer, will be provided with reasonable paid time to undertake such responsibilities.

131.2 The allocation of paid time for Employees with allocated portfolio or administrative responsibilities will be a priority item for the WIC.

SECTION 2 | PART F: PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

132. Accrued Days Off

132.1 Accrual of ADOs

All full-time Employees will accrue an ADO as follows:

(a) a full-time Employee rostered to work on shifts of eight hours' duration will work 152 hours in each four-week roster cycle to be worked as 19 days each of eight hours with an ADO in each four-week roster cycle; and

(b) a full-time Employee rostered to work on night shifts of ten hours' duration will work 190 hours in each five-week roster cycle to be worked as 19 shifts each of 10 hours with an ADO in each five-week roster cycle.

132.2 Taking of ADOs

Wherever practicable, an ADO will be on the date requested by the Employee.

132.3 Maximum number of ADOs

The maximum ADOs which may be accrued in any calendar year is 13.

132.4 ADOs and annual leave

One day of a year's annual leave period will be regarded as an ADO for which no additional payment is to be made.

132.5 ADOs on public holidays

Where a public holiday falls on a day upon which a full-time Employee would ordinarily have been required to be on duty, but the Employee is on an accrued day off, another day will be determined by the Employer to be taken by the Employee in lieu of the public holiday, such day to be within the same work cycle where practical.

132.6 ADOs and termination of employment

Upon termination of employment if the Employee has:

(a) Taken an ADO (in part or whole) in advance of accruing the necessary hours, the salary of the Employee will be reduced by the total ADOs or portion taken in advance; and

(b) Untaken ADOs (in part or whole) at the time of termination, the Employee will be paid the untaken ADOs.

SECTION 2 | PART G: EDUCATION AND PROFESSIONAL DEVELOPMENT

133. Professional Development Leave

Other than subclause 133.8 , this clause does not apply to casual Employees.

133.1 Professional Development Leave

(a) All Nurses must meet the continuing professional development (CPD) standards of the Nursing and Midwifery Board of Australia.

(b) CPD means activities that maintain knowledge in the Employee's current area of practice, improve and broaden their knowledge, expertise and competence, and develop the personal and professional qualities required through their professional lives. The CPD cycle involves:

(i) reviewing practice

(ii) identifying learning needs

(iii) planning and participating in relevant learning activities; and

(iv) reflecting on the value of those activities.

(c) Professional development leave may be utilised:

(i) to undertake CPD as defined at 133.1(b) and/or

(ii) to attend nursing or health related conferences, seminars or workshops; and/or

(iii) for activities including research or home study; and/or

(iv) to support State Government initiatives to improve workforce development of priority areas of nursing and health care.

133.2 Amount of professional development leave

(a) Full-time Employees are entitled to five days' paid professional development leave (as defined in subclause 133.1.

(b) **Part-time** Employees who work a minimum of three shifts per week are entitled to five days' paid professional development leave (as defined in subclause 133.1. All other part-time Employees are entitled to two days paid professional leave.

(c) An Employee who is a Nurse Practitioner will be entitled to a further 10 hours of paid professional development leave per annum.

(d) Other than in accordance with sub-clause 133.2(e) below, professional development leave does not accumulate from year to year.

(e) Employees may access all or part of a subsequent year's entitlement during one year. The entitlement for the subsequent year will reduce accordingly.

133.3 Payment

A day for the purposes of professional development leave is the Employee's usual shift length. For example, a night shift worker who takes professional development leave for a 10-hour night shift is entitled to 10 hours payment.

133.4 Application

Professional development leave is available only on written application by the Employee. An Employee must apply in writing to the Employer at least six weeks prior to the proposed professional development leave date. If the professional

development leave is to undertake home study, the Employee's application will detail the relevance of the study to the Employee's employment.

133.5 Response to application

(a) An application for professional development leave will be approved by the Employer unless there are exceptional circumstances that justify non-approval.

(b) The Employer must notify the Employee in writing whether the leave request is approved within seven days.

(c) If the leave is not approved, the reasons will be included in the notification to the Employee.

(d) The use of professional development leave is at the sole discretion of the Employee and except for the conditions in this clause, no other conditions attach to the granting of professional development leave.

133.6 Leave not granted

Where a valid application is made for professional/study leave (in whole or part) but no leave is granted during the calendar year, one day's leave will be added to the Employee's accrued annual leave or taken in another manner as mutually agreed between the Employer and the Employee.

133.7 Where leave occurs on a rostered day off

Professional development leave need not take place on a day that the Employee would otherwise work. In those circumstances the Employer will do one of the following:

(a) allocation of a day's professional development leave paid at the ordinary rate of pay; or

(b) time off in lieu on a mutually agreed day, to be granted within 28 days; or

(c) where time off in lieu is not agreed or does not occur within 28 days, an additional day's ordinary pay; or

(d) an additional day's annual leave which will not attract leave loading.

133.8 Mandatory Training

(a) Any education or training deemed compulsory or mandatory by the Employer will occur within an Employee's paid time, and overtime applies where it would otherwise apply. No deduction will be made to an Employee's annual professional development leave for mandatory training.

133.9 Staff Replacement

All absences resulting from approved leave under clause 133 (professional development leave) will be back-filled in clinical areas where that Employee would ordinarily have a patient allocation.

134. Study Leave

This clause does not apply to casual Employees.

See clause 9.1(jj)- Relevant qualification/relevant component of qualification etc. for considerations relating to relevance

134.1 Entitlement – RPN

(a) Study Leave must only be used for research and/or studies in relation to a post-graduate course at a tertiary education institution which is relevant to a Mental Health Nursing role.

(b) Paid study leave may be taken as mutually agreed by, for example, four hours per week, eight hours per fortnight or blocks of 38 hours at a residential school.

(c) A part-time Employee will be entitled to paid study leave on a pro rata basis.

(d) Leave pursuant to this clause does not accumulate from year to year.

134.2 Entitlement - PEN

(a) A Psychiatric Enrolled Nurse can access the entitlement at 134.1 where they are undertaking a Bachelor of Nursing (however titled).

(b) Subject to operational requirements, a PEN will be eligible to:

(i) undertake post registration mental health modules

(ii) undertake training in respect of which a qualifications allowance is payable

(iii) receive two weeks leave to undertake clinical placements where they are enrolled in an undergraduate course of training leading to registration as a Registered Nurse.

134.3 Application

An Employee wishing to take study leave must:

(a) apply in writing to the Employer as early as possible prior to the proposed leave date; and

(b) include with the application:

(i) details of the course and institution in which the Employee is enrolled or proposes to enrol; and

(ii) details of the relevance of the course to the Employee's employment.

134.4 Response to application

(a) The Employer will not unreasonably refuse a request for study leave.

(b) The Employer must, within seven days of the application being made, notify the Employee in writing whether the application for study leave has been approved.

134.5 Mental Health Nursing Scholarships - RPN

(a) Subject to operational requirements and the number of Mental Health Nursing Scholarships funded by the Department outlined in (b) below, an Employee with a Mental Health Nursing Scholarship will be entitled to total paid study leave equivalent to 104 hours per annum.

(b) A minimum of 1000 nurses will be eligible to receive study leave funded by the Department over the life of the Agreement.

134.6 Transition Program – PEN

Employer will provide 6-12 month transition program for Enrolled Nurses commencing in Mental Health in accordance with agreed funding arrangements. These funding arrangements will provide a 10 day transition program for 550 Enrolled Nurses across the sector.

134.7 Advanced Diploma In Mental Health Nursing - PEN

(a) Employer are encouraged to partner with a TAFE or RTO to provide the Advanced Diploma of Mental Health Nursing to current Enrolled Nurses.

(b) The enrolled nurses must be enrolled in HLT64121 (or its successor) and complete the mental health units required in order to obtain the specialisation of Advanced Diploma in Mental Health Nursing.

(c) The aim is for Enrolled Nurses to participate in further study while performing their clinical hours on site at their place of employment.

(d) It is at the discretion of each Employer as to whether they participate in the Advanced Diploma in Mental Health Nursing Partnership.

(e) The Employer will establish a working party comprising of the Unions, the Employer, participating TAFEs/RTOs and if practicable, the Department of Health. The working party will discuss implementation and evaluation of the Partnership.

134.8 Staff Replacement

All absences arising from approved leave under clause 134 (study leave) will be backfilled in clinical areas where that Employee would ordinarily have a patient allocation.

135. Examination Leave – RPN and PEN

This clause does not apply to casual Employees.

135.1 Entitlement

(a) An eligible RPN or PEN shall be entitled to five days paid leave in any one year for the purposes of undertaking and/or preparing for examinations in an eligible course of study. Examinations include major assessment tasks, take home exams and other methods of student assessment.

(b) Leave entitlements pursuant to this clause will not accumulate from year to year.

135.2 Employee eligibility

To be eligible for examination leave, an Employee must:

(a) be employed to work on average, at least three shifts or 24 hours per week; and

(b) have been employed for not less than eighteen (18) months by their current Employer immediately prior to taking of examination leave.

135.3 Eligible course of study

(a) To be eligible for examination leave, the course of study must be:

(i) related to the Employee's Classification in Grades duty requirements; and

(ii) relevant to advancement through the career structure and to employment at the establishment.

(b) Such a course of study would normally be undertaken in a tertiary institution.

135.4 Time of taking leave

Examination leave will be taken at a time that is agreed between the Employer and the Employee. The Employer will not unreasonably withhold approval for such leave.

135.5 Payment

A day for the purposes of examination leave is the Employee's normal shift length.

135.6 Staff Replacement

All absences resulting from approved leave under clauses 135 (examination leave) will be backfilled in clinical areas where that Employee would ordinarily have a patient allocation.

136. Clinical Supervision

136.1 Introduction

Clinical supervision is an important mechanism to promote the learning, professional development and wellbeing of Employees and the delivery of safe, high-quality care to consumers of mental health and wellbeing services.

136.2 Description

(a) Clinical supervision is a process of professional support and learning in which Employees are assisted to develop their clinical practice through regular time spent in reflective discussion with experienced and knowledgeable colleagues who are adequately trained in providing clinical supervision. The primary intention of (b) the interaction is to enhance clinical knowledge, skills and attitudes.

(b) Clinical supervision is not student supervision, line management/operational supervision, a line management tool, counselling, performance management, a performance review process, or a form of preceptorship or training (and these processes will be conducted separately from clinical supervision). Clinical supervision will not be used as a method of surveillance.

(c) Clinical Supervision is not a compulsory element of employment and is participated in on a voluntary basis.

(d) Clinical supervision will be guided by the Clinical supervision for mental health nurses: A framework for Victoria (or successor).

136.3 Entitlement

(a) A maximum of two (2) hours per month of clinical supervision is to be offered to all Employees covered by this section of the Agreement (including MHOs and clinical supervisors). Clinical supervision may be delivered on a one-on-one or group basis. The precise length of time will be subject to agreement between the supervisor and supervisee.

(b) An Employee may request additional clinical supervision to the amount described at clause (a). In deciding whether to approve their request, the Employer will consider the Employee's reasons for requesting the additional supervision and the Employer's operational requirements. This clause does not prevent an Employer offering additional clinical supervision on a needs basis.

136.4 Supervision arrangements

(a) Clinical supervision will be provided by a clinical supervisor of the Employee's choice, subject to the requirements of this clause, agreement by the proposed supervisor and agreement by the employer. The Employer will not unreasonably refuse to agree. The external source may include existing reciprocal supervision arrangements with other mental health and wellbeing services.

(b) All clinical supervisors must have received clinical supervision and undertaken clinical supervision training acceptable to the Employer.

(c) Clinical supervision will not be provided by the Employee's line manager/supervisor.

(d) An Employee may request a change of clinical supervisor at any time.

(e) Clinical supervision will occur on rostered time, at a time mutually agreed

136.5 Supervision training

(a) Where an Employer and Employee agree for the Employee to become a clinical supervisor, the Employee will be provided access to appropriate clinical supervision training before they start delivering clinical supervision. The particular training undertaken will be agreed between the Employee and Employer. The

training will be completed on paid time. Requests from Employees to undertake supervision training will be directed to the Employee's line manager and will be responded to within 14 days.

136.6 Access to record of clinical supervisors

(a) Employer will maintain and make available to Employees a record of trained supervisors who, subject to their availability, are able to provide clinical supervision to Employees.

SECTION 2 | PART H: CLASSIFICATION AND STAFFING

137. Staffing

137.1 Director of Nursing

(a) Each Employer must employ a full-time Mental Health Director of Nursing, classified in accordance with this agreement.

(b) Where not already the case, from 1 July 2026, the Director of Nursing role will not have operational responsibility for bed based or community services to enable the prioritisation of the completion of those responsibilities included in subclause 145.16(c). The following positions may report operationally to the position: Nurse Practitioners, Clinical Nurse Consultants, Senior Psychiatric Nurse, and other equivalent mental health nursing roles.

(c) The Employer and Unions may agree in writing to vary the restriction in 137.1(b). This agreement may vary the restriction in 137.1(b) for an agreed period of time to enable employer to realign the Director of Nursing workload to release them from any operational responsibilities to ensure they can meet the responsibilities included in 145.16(c).

(d) All Mental Health Directors of Nursing appointed before the commencement of this Agreement shall not be disadvantaged by the implementation of the rates of pay for the Director of Nursing Classifications set out in Schedule 2 of the 2020 Agreement (see Schedule 2 of this Agreement).

137.2 Senior Psychiatric Nurse Positions

(a) In addition to 137.1, Forensicare will appoint a dedicated full-time senior psychiatric nurse at level RPN 6 or RPN 7 consistent with the classification standards in this Part.

(b) '**Dedicated full-time**' means an RPN whose clinical duties make up 75% or more of their duties. Clinical duties refers to the overall responsibility for, and co-ordination of, the professional development, education and training program within an Area Mental Health Service and includes roles such as clinical supervision, planning and professional development opportunities and organising student and graduate nurse placements. While the position is not expected to carry a case load, an incumbent may support and advise junior clinicians in the case management of complex clients. The role of the position is differentiated from an operations/program management function, for example Director of Nursing or Community Manager (however titled).

(c) The Senior Psychiatric Nurse reports to the Director of Nursing.

137.3 Registered Psychiatric Nurse - Nurse Unit Manager

There must be:

(a) one EFT Nurse Unit Manager must be appointed in each ward or unit of all residential and in-patient services.

(b) two or more part-time Nurse Unit Managers may be appointed so long as one EFT of Nurse Unit Manager hours are worked in the shared position.

(c) Subclause (a) does not require the appointment of a Nurse Unit Manager in a CCU or CRP (however titled),where a NUM is not appointed as at 1 July 2016.

(d) Nothing in sub-clause (c) above will limit, or in any way change, the Employer's obligations under clause 137.4 below.

137.4 Registered Psychiatric Nurse - Associate Nurse Unit Managers

(a) ANUMs are appointed to undertake in-charge functions during the off duty periods of the NUM. Subject to the exceptions below, this rate shall be deemed to include the performance of the in-charge function during the off duty periods of the Nurse Unit Manager.

(b) 24 Hour a day, seven days per week wards/units

(c) The following provisions apply to residential and in-patient services.

(i) There must be five EFT ANUM shift positions available for appointment, and four out of the five of the positions must be permanently appointed.

(ii) Nothing in any of these provisions prevents ANUM positions being either full-time or part-time.

(iii) The 5th EFT of ANUM may be permanently appointed too or may be utilised to provide non-appointed nurses with experience as an ANUM.

(iv) In exceptional circumstances, where a minimum of four EFT of ANUMs are permanently appointed, a Registered Psychiatric Nurse other than an ANUM may be required to act in charge during the off-duty period of a NUM. Such a Registered Psychiatric Nurse shall be paid at the minimum rate applicable to the ANUM position which would normally be in charge of the shift.

(v) Where less than four EFT of ANUMs are permanently appointed due to recruitment difficulties or delays or to circumstances beyond an Employer's control, a Registered Psychiatric Nurse, other than an ANUM, may be required to act in charge during the off-duty period of a NUM (which event will be the exception to the rule). Such a Registered Psychiatric Nurse shall be paid at the minimum rate for the Nurse Unit Manager for the entire shift.

(vi) Sub-clause 137.4(c)(v) does not apply to a RPN who is required to act in charge in the following circumstances:

(A) Where an ANUM in whose place the RPN acts, is on any form of leave; or

(B) For a reasonable period during which a replacement ANUM is sought to be employed to fill a vacancy created by the termination of employment of an ANUM in whose place the RPN acts.

(vii) In the circumstances set out in 137.4(c)(vi)(A) or 137.4(c)(vi)(B) the RPN acting in charge shall be paid at the minimum rate applicable to the ANUM position which would normally be in charge of that shift.

(viii) If, despite having taken reasonable and practical steps to fill the ANUM positions, an Employer experiences difficulty in recruiting Employees to the permanent ANUM position in order to comply with this clause 137.4, the Employer will contact the relevant workplace delegates and their unions and agree on alternative arrangements.

137.5 RPN4 - ECT Nurse (Electroconvulsive Therapy Nurse)

(a) The RPN responsible for the co-ordination of ECT will be paid at a minimum of RPN4 while performing the functions.

(b) The regularity of treatments performed by the service will determine whether or not this function forms part of the regular duties of an individual nurse appointed as RPN4 or is covered by way of higher duties assignment for each treatment session. If managed by way of higher duties, minimum payment will be three hours.

137.6 Graduate Support Nurse Allocation

(a) Employer are required to appoint Graduate Support Nurse (Grade 3) in accordance with Schedule 11.

(b) For the avoidance of doubt, these positions are in addition to the CNE and CNC (however titled) positions.

137.7 Clinical Nursing Educator Positions

(a) Employer are required to appoint Clinical Nurse Educators (Grade 4) and PEN 4 Educator Support roles in accordance with SCHEDULE 11.

(b) Employer are required to appoint Clinical Nurse Educator for Parent and Infant Units (Grade 4) in accordance with SCHEDULE 11 (where applicable).

137.8 RPN 2 Psychiatric Clinical Nurse Specialist (PCNS) and RPN 2 Advanced

(a) An RPN 2 who considers that they meets the criteria set out for RPN 2 Psychiatric Clinical Nurse Specialist or RPN 2 Advanced set out at clause 145.9(c) to 145.9(e) inclusive may apply for reclassification. The application process shall be as set out in Schedule 4.

(b) An RPN 2 Advanced shall have the right to be classified as and use the title of RPN 2 PCNS upon the completion of a post graduate course of training in Psychiatric Nursing that leads to endorsement by the NBV.

(c) Where relevant, a qualifications allowance will be paid in accordance with the terms of this Agreement.

(d) The RPN 2 PCNS and the RPN 2 Advanced are personal classifications. An RPN 2 shall hold the classification while the Employee continues to meet the criteria set out in clause 145.8(a) of this Agreement. Any performance related issues shall be dealt with in accordance with this existing performance management arrangements of the Employer.

(e) All other matters relating to the application process in the assessment criteria are to be as set out in Schedule 4 of this Agreement.

(f) In order to avoid any confusion, RPNs who are in receipt of commuted allowance and are classified as either RPN 2 PCNS or RPN 2 Advanced shall continue to receive the commuted allowance calculated at the rate of 18% of salary.

137.9 Skill Mix Inpatient Units

(a) The RPN component of an inpatient unit roster will be a minimum of two thirds [2/3rds] of the rostered staff.

(b) The remaining one third [1/3rd] of the roster can be filled by PEN staff.

(c) The Parties agree to support and facilitate the use of medication endorsement where held by a PEN

(d) Subject to the following consideration

(i) The skill mix, experience and qualification profiles of the rostered staff, and

(ii) Access to other clinical support the 2/3rd: 1/3rd minimum staffing mix for the inpatient units referred to above includes adult acute, aged acute and child and adolescent units (however titled) [**CAMHS**].

137.10 Skill Mix Community Mental Health

(a) **Entry Level Positions**

(i) The Parties agree to assist in facilitating over the life of the agreement an increase of up to 15% of community mental health staff to be RPN2, PEN or MHO.

(ii) In relation to sub-clause (a)[(a)] above the:

(A) RPN 2 placement shall be a training position and shall comply with the criteria outlined in sub-clause 137.11 below.

(B) PEN role shall be appropriate to level and experience. Where medication qualification exists, this should be taken into account in role description and work allocated.

(iii) MHO role shall be consistent with current classification and role description, that is will not include clinical interventions or treatment provided by RPN/ PEN/ Health Professionals but will provide a support role.

(b) **Senior Positions**

(i) A Community Team who has RPN3 in their staffing establishment must also have a RPN4 position within the staffing establishment of the Community Team.

(ii) Where the RPN4 position is vacant, a reasonable recruitment process must be undertaken.

137.11 Community Training Positions

(a) Implementation proposals are to be the subject of local consultation including the respective community mental health team and with the Parties.

(b) The implementation proposals shall comply with the following criteria:

(i) The RPN2/PEN2 training position is a genuine time limited (12 months) training and skills development opportunity with agreed pre-determined educational training requirements and competency assessment.

(ii) The development of community trainee positions shall ensure maintenance of the integrity of existing classification standards for community clinician at RPN 3/PEN 3 and above.

(c) There shall not be an increase in the case allocation of other clinicians within the team.

(d) There can only be a maximum of 1 training position in each CCT, MST, PGAT and/or Integrated team.

(e) The Community Training Positions will not undertake CATT assessment and intensive treatment or triage. However, they may accompany an experienced clinician undertaking this work to meet experience and educational requirements.

(f) Appropriate supervision arrangements must be in place and detailed in a written supervision agreement that:

(i) complies with Department policy, and

(ii) is provided by an appropriately experienced RPN at a minimum level of RPN 4 from within the team; and

(iii) ensures that the supervision requirements of the supervisor is included their workload.

(g) The Community Trainees are to carry a restricted case allocation which meets the following criteria

(i) restricted in number and complexity, and

(ii) generally stable and well-known patients, and

(iii) supervised by more senior clinical staff

(h) The Community Trainee shall not act as the primary therapist for any client during the first 3 months of the program.

(i) The pay entry points for Community Training Positions are based on the individual's current level and incremental pay point.

(j) The Community Trainee must meet at least the following

(i) Current RPN2 / PEN2 with mental health experience, or

(ii) New RPN graduates with post graduate qualification

(k) Employees without post graduate qualification or mental health experience are excluded

(l) On successful completion of the program the Employee shall be appointed to a position in the community in accordance with the classification standards or return to their substantive position.

137.12 Minimum Staffing Levels - Rural

(a) Where an initial community assessment is required, where practicable at least 2 clinicians shall undertake the assessment.

(b) If 2 clinicians are unavailable, where practicable support should be sought from emergency services such as police or ambulance officers.

(c) If neither of the above situations is available, then where practicable the person to be assessed must be brought to a location that provides a satisfactory clinical environment and level of safety, such as an emergency department.

137.13 Employment of Agency, Nurse Bank and/or Other Casual Staff

In order to ensure the effective operation of the workload management of this Agreement, each Employer will endeavour to fill positions through the employment of ongoing Employees including pool employees. If this is not possible, an Employer should use nurse bank and/or other casual Employees as an interim measure. Agency staff should only be used for unexpected absences, such as sick leave.

137.14 Graduate Nurses and Nurses undertaking Post Graduate Studies

Graduate Nurses and Nurses undertaking Post Graduate studies who have successfully completed their program/course will be offered ongoing employment at the end of their fixed term contract where an appropriately classified vacancy exists.

138. Workload Management

138.1 Minimum Staffing Profiles

(a) The required minimum bed-based and custodial Mental Health unit staffing profiles (minimum staffing profiles) are contained within SCHEDULE 10. This reflects the agreed minimum number of nursing positions that are rostered per shift to support each consumer consistent with both the professional standards and treatment/program provided by the unit. The minimum staffing profiles are also established to provide sufficient time to enable all Employees to complete all regular organisation commitments, professional development/training and all necessary documentation within the normal shift length.

(b) For the purposes of the staffing profiles, the following roles are not included within the required minimum staffing profile: RUSONS, PQEN, Group/Activities Nurse Graduate Support Nurses, Clinical Educator, Clinical Consultant, Senior Psychiatric Nurse, a nurse whilst undertaking the duties of a preceptor (and only for periods during which they are not allocated a patient/client load), Surgery

Nurse, Discharge Planning Nurse of a Nurse whose sole function is that of an ECT Nurse. These roles are in addition to the minimum staffing profiles.

(c) The minimum staffing profiles are a minimum requirement only and it is not intended to prevent the Employer from staffing a ward/unit with additional nurses beyond the number required by the minimum staffing profile.

138.2 Maintenance of Minimum Staffing Profiles

(a) In the event that a vacancy (extended or permanent) occurs on the roster the Employer must take all reasonable steps to fill the vacancy in accordance with the following applicable provisions:

(i) Clause 77 Recruitment to Vacant Positions

(ii) Clause 139.5 Backfill of Extended Leave

(iii) Clause 139.1 Replacing Unplanned Absences for services and Clause 139.3 Use of bank or agency staff.

138.3 Exception to Staffing Profile Requirement

If the Employer has made a reasonable effort in accordance with sub-clause 138.2 the Employer will not be considered to be in breach of sub-clause 138.1 where:

(a) Additional nursing staff are not available; or

(b) Nursing staff are redeployed, to another area with a greater clinical need (insofar as reasonable efforts per clause 138.2 have been made in both areas and have been unsuccessful); or

(c) Beds are closed by the Employer and therefore unavailable to be occupied, subject to consultation with Unions in accordance with clause 18 (Consultation); or

(d) Employees commence no later than 2 hours after the commencement of the shift to avoid fatigue risks arising from not having a 10-hour break. This sub-clause does not apply to night shift; or

(e) Other reasons where the circumstance is beyond the control of the Employer (such as a natural disaster) and therefore the failure to meet the staffing profile has not occurred in a serious and wilful manner. If the circumstance is prolonged, this will trigger the consultation provisions of the Agreement.

(i) There will be no reduction in the staffing allocation as a direct result of the implementation of this agreement.

(ii) Where any change to the size of the unit is proposed that will have the effect of requiring more or less staff, the consultation processes of clause 18 (Consultation) will apply prior to any such change occurring.

138.4 Acute Inpatient Units

(a) The following principles shall apply to the staffing allocation:

(i) Unit Managers shall not carry a caseload.

(ii) The prime function of the ANUM is to be recognised as the Shift Leader.

(iii) Where a patient is required to be provided with one-to-one support/specialling an additional nurse shall be engaged where appropriate.

(iv) Where a nurse is required to provide one to one support/specialling to a client/patient that nurse is not required to perform any other task whilst performing that function.

(v) Nursing staff levels and numbers are to be maintained on weekends at the same level as weekdays throughout the year.

(vi) A ward clerk shall be employed on each unit/ward.

(vii) Additional staffing may be engaged when considered clinically appropriate.

138.5 Intensive Care Area

An Intensive Care Area (ICA),which includes a High Dependency Unit (HDU),ECU, Flexi Care, Acute Management Areas, Low Stimulus or HDU swing beds (however else described) is a designated area within an in-patient unit that has higher levels of nursing staff available providing for the potential to be locked and used as an intervention for a patient/client requiring increased observation, specialist nursing interventions and support.

(a) The premise behind a patient/client being placed in a HDU is that a 'significant risk' or 'significant disruption' exists. The description of 'significant' is to be considered in the context of the normal level or levels of acuity within the main ward environment of the in-patient unit.

(b) The staffing allocation in clause 138.4 includes High Dependency Units.

(c) Each Employer who operates a ICA will be required to adhere to health and safety standards and requirements for Employees working within a ICA.

(d) Within the staffing allocation referred to in clause 138.4, the following numbers of nursing staff will be rostered to the ICA:

Number of beds	**Minimum Number of Nurses for ICA**
1-2 beds	1 nurse
3-5 beds	2 nurses
6-7 beds	3 nurses
8-9 beds	4 nurses
10 beds or more	1 nurse per 2 beds

(e) Local ICA policies and/or agreements shall include (but are not limited to) the following health and safety principles:

(i) At least the numbers of nurses specified in clause (d) above shall be allocated/rostered to a ICA, unless determined by the ANUM (shift leader) as being clinically unwarranted.

(ii) Local ICA policies and agreements will inform engagement of additional nursing staff.

(iii) The number of patients/clients being supported in a ICA should be consistent with the number of available beds, other than in exceptional circumstances.

(iv) Staff rostered in a ICA should have appropriate training and experience as a Psychiatric Nurse and expertise in all aspects of prevention and management of aggression.

(v) Where practicable, the Employer shall not use casual or agency staff in an ICA, unless such staff are sufficiently trained and experienced.

(vi) The Employer must not roster or allocate student nurses to a ICA

(vii) Staff should only be rostered/allocated to ICA for periods of up to 4 hours per shift unless otherwise agreed between the individual nurse and the shift leader.

(f) Where there are reduced number of patients in ICA, nurses allocated to ICA may remain within the ICA to work intensively with the patients, or if acuity allows, may assist elsewhere within the unit as determined by the ANUM (shift leader).

Should the number of patients increase within the ICA whilst a staff member is assisting elsewhere in the unit, they are to return to the ICA.

139. Staff Replacement

139.1 Replacing unplanned absences for services subject to subclause 138.1

(a) Reasonable effort to replace with permanent employee

(i) In the event a vacancy occurs on the roster arising from an unplanned absence of the rostered employee, a reasonable effort must be made to fill the vacancy with a permanent employee working no less than the same shift length as was rostered.

(b) In this sub-clause, a reasonable effort means:

(i) contacting nurses who are available including in accordance with the supplementary roster

(ii) if the shift is not filled, seeking to allocate a permanent Pool Employee (where relevant)

(iii) if the shift is not filled, seeking to fill the position via a casual bank.

(c) The Employer will document its attempts to replace the vacancy which must be available for inspection by the Union and local Union representatives upon request.

139.2 Replacing unplanned absences – Community Mental Health Teams

(a) Employer will have regard to team vacancies, existing workload and the availability of suitable internal employees when considering whether to backfill unplanned vacancies in Community Teams.

(b) Where backfill is not provided, the Employer will consult with Employees and implement measures to mitigate any increase to workload as a result of the backfill not being provided.

139.3 Use of bank or agency staff

Where, after a reasonable effort under subclause 139.1(b) has been undertaken the Employer cannot obtain a permanent employee, the rostered shift can be filled by an agency staff member.

139.4 Dispute Resolution

Disputed matters will be resolved in accordance with the dispute settlement procedure of this Agreement.

139.5 Backfilling of Extended Leave Absences

See also clause 133 (Professional Development and Associated Entitlements) in relation to leave arising under Section 2, Part G – Professional Development and Associated Entitlements

Employer will make every endeavour to provide backfill for leave absences of longer than a week.

(a) **Services subject to subclause 139.1**

(i) In order to maintain the nursing hours provided by the staffing profile, the rostered hours of all Employees who are on Extended Leave will be fully replaced.

(ii) Extended Leave means a notification from the Employee to the Employer that they will be absent on Long Service Leave, Annual

Leave, Parental Leave, long term WorkCover, Personal Leave or other approved leave absences for a minimum period of a week.

(iii) The backfill process must begin as soon as notification of an Extended Leave of absence is received by the manager having regard to the following:

(A) Part-time employees will be offered an opportunity to back fill the Extended Leave absences in the first instance

(B) Pool Employees (where relevant) will be offered an opportunity next

(C) Casual Employees will be asked last.

(iv) If backfill is unable to be provided, evidence of the process must be provided to the employee, and/or the unions upon request.

(b) **Community Mental Health Teams**

Employer will make every endeavour to provide a backfill for Extended Leave absences greater than one week, within a Community Mental Health Team (CMHT)

(c) Extended Leave means a notification from the Employee to the Employer that they will be absent on Long Service Leave, Annual Leave, Parental Leave, long term WorkCover, Personal Leave or other approved leave absences for a period greater than a week.

(d) The backfill process must begin as soon as notification of an Extended Leave of absence is received by the manager.

(e) Part-time employees will be offered an opportunity to backfill the Extended Leave absences in the first instance.

(f) Where the Extended Leave absence is for a period of more than 8 weeks, the Employer will also advertise to backfill the position externally as soon as notification of the Extended Leave absence is notified.

(g) Where backfill is not provided, the Employer must:

(i) consult with Employees and implement measures to mitigate any increase to workload as a result of the backfill not being provided; and

(ii) upon request, provide evidence to demonstrate its endeavours to backfill the Extended Leave of absence.

140. Undergraduate Employment Models

140.1 Registered Undergraduate Student of Nursing (RUSON)

(a) **Definition**

A Registered Undergraduate Student of Nursing or RUSON for the purposes of this clause is a person currently enrolled at a university to undertake undergraduate nursing study, who is registered with AHPRA as a student nurse, and who at commencement, has successfully completed not less than twelve months of the Bachelor of Nursing Degree.

(b) **Implementation of Registered Undergraduate Student of Nursing Employment Model**

By agreement between the Employer and the Unions, an Employer may implement a Registered Undergraduate Student of Nursing Employment Model. It

is at the discretion of each Employer as to whether they participate in the Registered Undergraduate Student of Nursing Employment Model.

(c) **Employment of RUSONs**

(i) RUSON will be employed on a fixed term basis or engaged on a casual basis.

(ii) The RUSON must at all times work under the delegation and supervision of a Registered Nurse in accordance with a documented position description that is appropriate having regard to the level of education completed.

(iii) RUSONs will not be given sole patient allocation but instead work with one or more nurses in the provision of care to a group of patients.

(iv) In order to balance the RUSONs academic obligations and the needs of the Employer, the rostered work of students will be in shifts of not less than four hours on day or evening shifts, Monday to Sunday.

(v) The RUSON will not work in ICA (however titled).

(d) **Termination of Employment**

(i) Employment will conclude:

(A) from when the Employee terminates their employment

(B) from when the Employer terminates the employment in accordance with this Agreement,

(C) on being granted registration as a Registered Nurse unless the Employee, Employer and the Unions agree in writing to continue the employment for a short period of time to cover the period between registration and commencement of a graduate or similar program; or

(D) when the Employee withdraws, defers from or fails their undergraduate degree.

(E) In the case of a casual, in accordance with sub-clause 25 (Casual Employment).

(e) **Rate of pay for RUSONs**

(i) Nothing in this subclause impacts the pay rate of a RUSON/PQRN employed as such at the commencement of the Agreement.

(ii) Other than described in 140.1(e)(i)a RUSON will be paid on the following basis:

Year of employment as a RUSON	Percentage of RPN Grade 2 Year 1 rate of pay set out in Schedule 2
RUSON	81.5%

(f) **Other terms and conditions for RUSONs**

All other terms and conditions of employment will be those applying to a Registered Psychiatric Nurse under this Agreement except where this clause explicitly says otherwise.

(g) **Continuity of service**

Continuity of Service as a Registered Nurse will include any period of service in the program, provided any gap between employment as a student and commencement of employment as a Registered Nurse is less than twelve months.

(h) **Working Party**

(i) At the request of either Union, a Working Party will be established comprising representatives of the Unions, the Employer and, if practicable, the participating University/s.

(ii) The Working Party will, prior to commencement of the model, agree on:

(A) the participating wards/units

(B) ensure the RUSON works within the Position Description, the Core activity list, and the Exclusion List

(C) education and training of registered and enrolled nurses regarding the new role; and

(D) the terms of the evaluation of the program.

140.2 Enrolled Nurse Pre-Qualification Employment Model (PQEN)

(a) Enrolled Nurse Pre-Qualification Employment Model Definition

A Pre-Qualification Enrolled Nurse (PQEN) for the purposes of this clause is a person currently enrolled at a TAFE or RTO to undertake diploma of nursing study, who is registered with AHPRA as a student nurse.

(b) **Implementation of Enrolled Nurse Pre-Qualification Employment Model**

By agreement between the Employer and the Unions, an Employer may implement a Pre-Qualification Enrolled Nurse Employment Model. It is at the discretion of each Employer as to whether they participate in the model.

(c) Nothing in this sub-clause impacts the pay rate of an existing Pre-Qualified Enrolled Nurse (**PQEN**) employed as such at the commencement of the Agreement.

(d) **Employment of PQENs**

(i) PQEN participants will be employed on a fixed term basis and employment will conclude:

(A) when the Employee terminates their employment

(B) on being granted registration as an Enrolled Nurse unless the Employee, Employer and the Unions agree in writing to continue the employment for a short period of time to cover the period between registration and commencement of a graduate or similar program; or

(C) when the Employee withdraws, defers from or fails their diploma.

(ii) The number of student nurses utilised will not exceed one student per ward, per shift, and one additional student nurse may be utilised where the ward exceeds 30 beds by 10% or more.

(iii) PQEN Employees will have performance appraisals conducted in accordance with hospital policy.

(iv) In order to balance the PQENs academic obligations and the needs of the Employer, the rostered work of students will be in shifts of not less than four hours on day or evening shifts, Monday to Sunday.

(v) PQENs will be delegated activities and aspects of care by a Registered Nurse and supervised in providing the delegated activity by the Registered Nurse. The PQEN must at all times work under the delegation and supervision of the Registered Nurse.

(vi) PQENs will not be given sole patient allocation but instead work with one or more nurses in the provision of care to a group of patients.

(vii) The PQEN will not work in HDU/ICA (however titled).

(e) **Rate of pay for PQENs**

(i) A PQEN will be paid at the same rate as the RUSON.

(f) **Other terms and conditions for PQENs**

All other terms and conditions of employment will be those applying to an Enrolled Nurse under this Agreement except where this clause explicitly says otherwise.

(g) **Continuity of service**

Continuity of Service as an Enrolled Nurse will include any period of service in the program, provided any gap between employment as a student and commencement of employment an Enrolled Nurse is less than twelve months.

(h) **Working Party**

(i) At the request of either Union, a Working Party will be established comprising representatives of the Unions, the Employer, Department of Health and, if practicable, the participating University/s.

(ii) The Working Party will, prior to commencement of the model, agree on:

(A) the participating wards/units;

(B) ensure the PQEN works within the Position Description, the Core activity list, and the Exclusion List;

(C) education and training of registered and enrolled nurses regarding the new role; and

(D) the terms of the evaluation of the program.

140.3 Nursing Indigenous Health Cadetship

(a) An **Indigenous Nursing Cadet** refers to an individual who identifies as an Aboriginal and/or Torres Strait Islander person and who is enrolled in a Bachelor of Nursing course and is employed in an Indigenous Nursing Cadetship program.

(b) Indigenous Nursing Cadets must have progressed beyond the first year of their studies and be maintaining a pass grade in all subjects.

(c) The cadetship program for mental health nursing includes the delivery of supportive structures within the organisation and a minimum of eight weeks (40 shifts) equivalent full-time paid work placement component. In a hospital setting, the role can include tasks such as assisting with patients' activities of daily living, providing wellbeing support through communication, helping maintain a safe and clear environment and observing clinical procedures and therapeutic interventions

(d) Each Indigenous Nursing Cadet should be assigned a coordinator, a clinical supervisor and a cultural mentor. These three roles may be undertaken by the same individual, as per the Aboriginal graduate and cadetship programs: *An implementation guide for Victorian public health services document issued by the Victorian Government*.

(e) During the cadetship, Indigenous Nursing Cadets will:

(i) receive income while studying

(ii) become familiar with a potential future place of employment

(iii) receive skill consolidation through practice

(iv) receive mentoring by Aboriginal and/or Torres Strait Islander staff or non-Aboriginal staff already working in the health service

(v) create a formation of professional networks

(vi) build personal and professional growth and confidence

(vii) receive opportunities for professional development / education

(viii) build career confidence and opportunities; and

(ix) receive opportunities to link with peers through peer support networks, shared study days, and visits with Elders to ensure culturally safe professional development opportunities.

(f) Before implementing the Indigenous Nursing Cadetship and/or a graduate program, the relevant health service should ensure the following factors are in place in order to facilitate cultural responsiveness and safety:

(i) demonstrated commitment to establishing an Aboriginal graduate and/or cadetship program

(ii) communication to all staff about the Aboriginal graduate and/or cadetship programs

(iii) a strong supportive culture of training and professional development for staff

(iv) established governance structures and arrangements required to support an Aboriginal graduate and/or cadetship program

(v) developed relationships with the local Aboriginal and/or Torres Strait Islander community and Aboriginal and/or Torres Strait Islander organisations

(vi) identified and engaged relevant stakeholders required to support an Aboriginal graduate and/or cadetship program

(vii) working to ensure that cultural safety is a priority in building the capacity of the workforce and health service that will be supporting the Aboriginal cadet or graduate

(viii) providing appropriate staffing to support the delivery of the Aboriginal graduate and/or cadetship programs; and

(ix) identified an evaluation strategy for the program.

141. Classification structures

141.1 Classification of positions

(a) The Employer shall ensure that the work of each Employee working in psychiatric services is classified in accordance with the relevant classification standards for the classification of:

(i) Registered Psychiatric Nurse

(ii) Psychiatric Enrolled Nurse; or

(iii) Mental Health Officer.

142. Commencing Grades Nursing

142.1 A newly registered nurse shall commence at RPN 2 Year 1 except in the following circumstance:

(a) where an Employee has completed either:

(i) An undergraduate nurse training program with a major in mental health, an undergraduate psychiatric nurse training program in which case the Employee shall commence at RPN 2 Year 2, or

(ii) A post graduate diploma in psychiatric and/or mental health nursing in which case an Employee shall commence at RPN 2 Year 3, or

(b) was previously an enrolled nurse who completed an undergraduate course leading to registration as a Registered Nurse, in which case the Employee will commence at the RPN 2 increment immediately above the rate of pay previously applicable to the Employee when employed as an PEN.

(c) For the avoidance of doubt, should a PEN 4 translate to an RPN 2 classification, they will be permanently salary maintained at the PEN 4 rate, with wage increases paid as set out in schedule 2.

142.2 Nothing in this clause affects an Employee's entitlement on appointment to recognition of previous service for the purpose of the commencement increment as per clause 103.1.

142.3 Where an Employee has not actively nursed for a period of five years or more, such Employee's prior service and experience shall not be taken into account.

142.4 Re-entry course and supervised experience

(a) Where a person is employed during an NMBA required Re-entry Course or period of Supervised Experience, such Employee shall be paid at the rate of an RPN 1/PEN 1.1.

(b) For the first 12 months after completion of a Re-entry Course or Supervised Experience, where such course or experience is required by the NMBA, the Employee shall be paid at the rate appropriate to their years of experience, but no higher than RPN 2, Year 3.

(c) After completion of 12 months' experience in accordance with clause 142.4(b), a nurse (upon sufficient proof to support a claim for incremental advancement) shall be paid at the rate appropriate to their years of experience.

143. Classification standards

The classification standards and work descriptions of Employees the subject of this Agreement shall be in accordance with these classifications standards. The classification standards consist of two components:

(a) The group standard, which provides a narrative description of work undertaken by Employees in an occupational category subject to this Agreement, and

(b) Work level standards, which provide a typical evaluation definition, features and typical duties for each level within an occupational category to enable positions to be classified at a particular level.

144. Classification decisions

Classification decisions shall be based upon a documented description of the position such as a duty statement or a position description. Jobs should be evaluated using whole-of-job evaluation:

(a) by comparison of the position description with the narrative descriptions the group and work-level standards such that a comfortable comparison can be made between the nature of work and the general standard of work expected at a particular level; and

(b) by comparison of typical duties (and benchmark positions) to test that the job is recognised to be equal to a majority of positions at one level and better than all positions at a lower level.

145. Registered Psychiatric Nursing classifications

145.1 Registered Psychiatric Nurse - guidelines for the use of classification standards

(a) The broad definitions of work at each level should be met by any individual position being classified at that level. No single example of work (eg. one duty) can be used as the basis on which to classify a position.

(b) The group standard describes four main work areas (ie. clinical, community, education and administration) which group similar duties/functions together. Positions are likely to be required to undertake duties from a number of work areas, particularly where a nurse is required to work in both unit and program project areas or is required to undertake nursing administration duties/functions in addition to from another of the areas.

(c) The grouping of duties in the section "typical duties" is not meant to necessarily represent a position in its entirety. In no case should typical duties from this Agreement be used as a definitive duty statement for an individual position.

(d) No Employer will utilise the full range of work described at every level in the classification standards. The number and level of positions will be determined by the need to undertake certain tasks. Some of the work described in the classification standards (eg. some project duties) may be temporarily assigned to nurses classified at a suitable level where there is not an on-going requirement to perform such tasks, and therefore to create a permanent position. VPS policy and guide lines on the use of temporary positions and secondments will apply.

(e) Positions may be routinely required to undertake some duties normally expected of positions classified at lower levels in the structure. The basis of classification of all positions will be according to the chief focus of the position and the highest function regularly performed by the incumbent.

145.2 Registered Psychiatric Nurse - group standard

(a) This statement has been developed to explain the basis of the practice of RPNs in the field of mental health service provision in Victoria.

(b) Mental Health nursing is a distinct branch of the science of nursing.

(c) In Victoria, the body that formally regulates the registration of nurses is the Nursing and Midwifery Board of Australia, which was established under the HRP Act.

145.3 Mental Health Services

(a) Within Mental Health Services, it is recognised that mental illness may occur at any stage in life and is manifested through behavioural disorders that may result from an imbalance or change occurring in the physical, emotional, psychological or social state of an individual in the context of their environment.

(b) Comprehensive mental health care is provided through the integration of the following services:

(i) crisis intervention

(ii) assessment, treatment and rehabilitation

(iii) residential, recreational, employment and education

(iv) advocacy, welfare and support.

145.4 Function of Mental Health nursing

In the practice of Mental Health nursing, the practitioner is required to utilise Mental Health Nursing theory and practices, interpersonal skills and the available environment to assess

the biological, psychological and social status of the individual at risk of or from mental ill health. In partnership with the consumer plan, initiate and evaluate interventions to effect therapeutic change towards recovery. The practitioner will work to the principles of recovery, including but not limited to Trauma Informed Care, Supported Decision Making, Family Centred Practice, Person Centred Care, Recovery Oriented practice, human rights, least restrictive practice, responding to diversity and Gender inclusivity.

(a) The holistic approach that is taken to the delivery of service requires the practitioner to treat not only the manifestations of mental ill health but to be aware that such manifestations may result from underlying imbalances in the consumer's physical, emotional, psychological or social state, and to employ strategies designed to redress or attenuate such imbalances and aid in recovery.

(b) The manifestations of a mental health disorder that RPNs would be required to treat may include some combination of the following:

(i) lack of orientation to surroundings, time (hour, day, week, year) or people

(ii) lack of or inappropriate judgment

(iii) disordered perceptions of the environment, such as hearing hallucinatory voices

(iv) fixed delusional beliefs

(v) extreme mood states (eg. deep depression, uncontrollable euphoria, wild rage)

(vi) markedly fluctuating moods

(vii) confusion

(viii) socially unacceptable behaviours or practices (eg. disinhibition)

(ix) inability to care for self, either physically or hygienically

(x) desire to inflict harm upon self

(xi) lack of motivation to become or remain socially active

(xii) dependence on institutionalised care

(xiii) familial crisis

(xiv) absence of social conscience

(xv) physical ailments

(xvi) side effects from medication

(xvii) effects of brain damage or trauma

(xviii) memory disturbances

(xix) panic

(xx) relationship difficulties

(xxi) preoccupation with disordered perceptions (withdrawal)

(xxii) inability to communicate in normally accepted ways.

(c) The above list is not exhaustive but is intended to give an indication of the range of symptoms that may be encountered in mental ill health.

Within this conceptual framework, a number of elements underpin the role performed. They may be found to a greater or less extent depending upon the practitioner's experience and position, and are summarised as follows:

(i) **Primary care provider.** This element relates to such acts as feeding, bathing, dressing, comforting and supporting consumers, and the setting of limits to behaviours of concern. The ultimate aim is to increase the independence of the consumer, to aid in recovery.

(ii) **Physical Health Care.** This element can be related to the role performed by the RPN in the provision of physical health care. . It also equips the practitioner to assess and monitor the physical status of consumers and ensure maintenance of optimal levels of physical health.

(iii) **Socialising agent.** This element of the practitioner's role involves the development of a social relationship with the consumer through participation with the consumer in unstructured activities and contact. The purpose is to develop within the consumer confidence and security in social situations.

(iv) **Therapist.** This element relates to the practitioner's involvement in recognised therapies and recovery orientated principals aimed at the prevention, treatment and rehabilitation of mental ill health. This may require the practitioner to work with a consumer or group of consumers either individually or conjointly with other professionals.

(v) **Advocate.** This element provides a number of facets, which may include advocacy to ensure appropriate service provision to a consumer, advocacy on behalf of a consumer with other agencies or within the mental health services continuum as requested by the consumer. It may involve advocacy in the community generally on behalf of mental health services or the profession of mental health nursing. The nursing practitioner is well placed to be an advocate with the consumer as a result of the detailed knowledge acquired of the consumer's physical, mental or social state, and their environment.

(vi) **Counsellor/Adviser.** This element may involve provision of specific advice to a consumer, other service providers, community groups or government agencies. It can include assistance to consumers in resolving specified problems, providing professional advice to colleagues/services providers (ie. case management, therapeutic regimes or assistance to agencies in developing, implementing and managing consumer services).

(vii) **Case Manager (however titled).** Nursing practice is delivered through a systematic approach that involves observation, assessment, planning, implementation and evaluation of strategies and approaches to consumer treatment, rehabilitation, support and maintenance in accordance with principles of recovery. It also may involve management in the traditional sense running a program or group of programs, treatment support and maintenance facilities in order to provide an appropriate therapeutic milieu.

(viii) **Educator.** This element requires of the practitioner the obligation and responsibility of educating consumers, other service providers, agencies and the community generally regarding the causes of mental illness, its treatment and prevention.

145.5 Unique responsibilities of RPNs

Within mental health settings, the following, responsibilities are unique to RPNs

(a) RPNs have responsibility for the development, maintenance and administration of nursing care plans incorporating the nursing process and providing a therapeutic environment.

(b) RPNs have the responsibility for initial and overall mental and physical status assessments.

(c) RPNs have the responsibility for administration of medications, detection of side-effects of medication, taking blood samples and serology.

(d) RPNs have responsibility for the supervision of nursing students on placement in mental health settings. Training and supervision must ensure adequate standards of practice are communicated to students and that these standards are maintained by students.

145.6 Areas of work

(a) **Clinical area**

Clinical mental health nursing duties involve the application of practical skills and specialist mental health knowledge associated with professional procedures to achieve a high standard of nursing care or advice in a range of service-based settings. Clinical activities include:

(i) direct patient care, including the assessment, planning, implementation and evaluation of nursing care

(ii) the provision of guidance in clinical matters to less experienced practitioners

(iii) research into the clinical nursing function; and

(iv) the provision of clinical advice and leadership to a clinical service within a recognised nursing specialty on a service-wide or state-wide basis in a specific discipline.

(b) **Community area**

(i) Community Mental Health nursing duties involve the application of practical skill and specialist mental health knowledge associated with professional procedures to achieve a high standard of Mental Health Nursing care or advice in a community setting.

(ii) For a position to be defined as a Community Mental Health Nurse (CMHN), the position must encompass all of the following features:

(A) the development, maintenance and administration of nursing care plans incorporating the nursing process, in situations where the higher-level clinical support available to nurses in a hospital setting is often not readily available

(B) undertaking initial or overall mental and physical status assessments in the community, including those of new consumers and reviews of existing consumers

(C) maintaining contact with community agencies, both to assist them to support mental health consumers in the community and to have a knowledge of the services available to consumers.

(D) providing an educational service to both consumers and agencies on mental health issues, with the aim of prevention of mental ill health.

(iii) In undertaking initial and overall mental and physical status assessments in the community, CMHNs may decide whether or not to offer treatment and use judgment, in deciding if the case should be brought to the immediate attention of a psychiatrist.

(iv) In the absence of medical personnel and pharmacists, and within the limits of their knowledge and experience as nurses, CMHNs also may act as consultants to non-medical staff on psychopharmacology issues (ie., the applications and side-effects of medication).

(c) **Education area**

Educational activities undertaken by nurse educators employed under this Agreement include:

(i) the provision of specialist mental health theoretical and practical tuition

(ii) the provision of informal specialist mental health tuition and clinical guidance to less experienced mental health nursing staff

(iii) the use of formal programs and informal means to educate consumers and their relatives

(iv) the management of the basic and post-basic and in-service teaching function and coordination of curricula implementation and provision of the teaching service

(v) the identification of educational needs and curriculum development; and

(vi) the planning, design and evaluation of courses.

(d) **Management**

Management duties typically involve the management of the mental health nursing function at various levels and the provision of non-clinical support to clinical practitioners. Management activities include:

(i) management of the function at unit, unit or program level, or in the community

(ii) staff management, deployment and development

(iii) budget activities, including assessment of human resource requirements in the mental health nursing and related direct care field

(iv) development of policies and procedures in relation to clinical, community, administrative and/or education practices in a service or other setting; and

(v) Administrative duties usually do not form an entire role but are combined with duties from the other three areas.

145.7 Training for Mental Health Nursing

(a) Mental Health Nursing requires the practitioner to have highly developed mental health skills and knowledge. It requires highly developed skills in interpersonal relationships and communication, together with a knowledge of Mental Health Nursing practices, procedures and ethics, anatomy and physiology, law, and pharmacology as it relates to mental illness.

Training and experience are undertaken in mental health settings in which extensive experience working with consumers at all stages of recovery is acquired. The training encompasses medical, psychological, sociological and nursing models and concepts.

(b) Qualifications gained pre-1997: The course of this training was provided over three years in which the intending practitioner attended 1050 hours of theoretical lectures and tutorials within schools of nursing or at a College of Advanced Education, and extensive supervised clinical practice in a structured program of experiential learning within a variety of service settings. This included the Bachelor of Psychiatric Nursing (direct entry).

(c) Qualifications gained post 1997: These include direct entry into mental health nursing, undergraduate Bachelor of Nursing, specialist post-graduate psychiatric/mental health nursing and/or Master of Nursing tertiary courses.

(d) Particular expertise is gained in mental status assessment, crisis assessment and intervention prevention and reduction of occupational violence and aggression, appropriate use and assessment of adverse effects of psychotropic medications, and various forms of psychotherapeutic interventions.

(e) Following a graduate or transition program practitioners are encouraged to complete postgraduate study in mental health.

(f) While the following list is not exhaustive, practitioners are expected to be able to:

(i) actively create and control a psychosocial environment conducive to the treatment and rehabilitation of individuals who experience mental ill health

(ii) observe, record and assess the mental, emotional, physical, social and spiritual needs of psychiatric consumers

(iii) recognise the patterns of pathological behaviour and their clinical significance

(iv) formulate and regularly evaluate and modify a consumer care plan for each consumer incorporating all therapeutic measures prescribed and carry out the plan in co-operation with other members of the mental health team

(v) select appropriate Mental Health Nursing strategies to meet the needs of the individual psychiatric consumer

(vi) participate in and, where appropriate, carry out treatments prescribed by medical staff and monitor the effects thereof

(vii) display nursing care skills that will be effective in alleviating disturbance and distress of consumers by supporting consumers to adapt effective coping strategies

(viii) design programs containing activities and personal interaction aimed at the improvement in mental health and independent functioning of specific consumers

(ix) meaningfully communicate with individuals and groups exhibiting abnormal and at-risk behaviour patterns, including aggression, withdrawal, hyperactivity and confusion

(x) utilise skills therapeutically in caring for consumers by being available, listening, clarifying, concentrating, conveying empathy, utilising self-disclosure and confrontation constructively, encouraging supported decision-making and evaluating outcomes

(xi) be active in the psychological and principles of recovery approaches to treatment, including psycho-dynamic, humanistic, behavioural, group, and family and marital therapies, the use of creative media, socialisation therapies, and independence skills

(xii) identify and liaise with agencies helpful to consumers, including consumer's identified support persons and where appropriate assume an advocate role on behalf of the consumer

(xiii) plan an important role in primary prevention by utilising knowledge of mental health and mental illness to vulnerable groups in the community

(xiv) participate in the support of consumer goals of recovery

(xv) participate in the teaching, supervision, performance and evaluation of junior staff, peers and other health-workers

(xvi) initiate and participate in Mental Health Nursing research

(xvii) recognise and support consumers in anxiety-provoking or threatening situations

(xviii) design and conduct independence, socialisation activity and recreational-based therapies designed to aid in the recovery of the consumer

145.8 Qualifications and training required for entry to and promotion within Mental health

(a) Current registration registered nurse with the NMBA is the minimum qualification for any practising mental health nurse (bed based or community).

(b) At least two years' experience in a mental health inpatient unit is desirable for nurses entering community nursing. This would equip the nurse with sufficient knowledge and direct experience of a range of mental health conditions, in order to undertake mental status assessments in the community without direct guidance, and to act as a case manager for consumer.

(c) The possession of further qualifications and/or experience is not mandatory for appointment to positions classified at RPN 2. From 1 July 2005 for appointment to RPN 3 positions it is desirable that an Employee hold a post graduate diploma in psychiatric/mental health nursing or a specialist undergraduate Mental Health Nursing qualification or a specialist post basic course of training which led to registration as a Division 3 Nurse. From 1 July 2005 all appointments to RPN 4 positions or above must have completed either a post graduate diploma in Psychiatric/Mental Health nursing or a specialist undergraduate Mental Health Nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

(d) The classification of positions within the RPN occupational category will not be on the basis of personal qualifications held or experience gained but will be established on the basis of the actual work to be performed.

(e) Administrative tasks performed at RPN 3 and 6 levels generally will be incorporated into positions that also contain tasks that are from other areas (eg. in a position that involves both administrative and clinical work). However, temporary positions performing only administrative tasks are likely to be developed for specific projects for specified time periods.

(f) The Unit Manager has a direct role that combines both the functions of an expert clinical practitioner and manager of a unit.

(g) Clinical Manager positions will be in charge of a program that is not unit-based.

(h) Although at RPN 3 level the roles of Clinician and Associate Nurse Unit Manager are distinct, all RPN 3 level nurses are considered primarily to be advanced practitioners and, from time to time, might be required to assume either of the roles, according to the needs of the service. Nurses at this level may be required to assume unit or program supervisory responsibility for a span of duty.

145.9 Registered Psychiatric Nurse - work level standards

(a) **RPN 2 - Definition**

Positions require a knowledge of Mental Health Nursing principles and practices as provided by the current mandatory basic course, and decision-making is required consistent with the extent of this knowledge. RPN-2 nurses are professionally accountable for these decisions.

(b) **RPN-2 - Features**

(i) RPN 2s perform tasks according to established procedures, specific guidelines and standard instructions from more senior mental health A nurse (RPN2)is taken to have demonstrated this level of skill where they are able to routinely demonstrate advanced levels of Mental Health Nursing clinical decision making - in particular, problem identification and solution, and the analysis and interpretation of clinical data in a mental health setting.

(ii) nurses (RPN 3 or above). Positions at a RPN 2 level may be required to select certain methods or procedures to meet consumer needs. The focus of the position is clinical practice in a bed based or community setting.

(iii) Positions at this level will work within a Mental Health Nursing team and receive general supervision from a more senior nurse (RPN 3 or above). All RPN 2's must have a ready source of Mental Health Nursing advice in the event of unexpected incidents or the requirement for further specialised nursing knowledge.

(iv) Included at this level are newly graduated RPNs and the more experienced practitioner whose work contribution increases as experience and knowledge is gained. More experienced RPN 2 nurses may require only limited direction in their day-to-day activities.

RPN 2's may be required to provide peer support to newly graduated RPNs and may oversee the work of PENs according to unit/unit policies and the instruction of the Nurse in charge.

(c) **RPN2 PCNS and RPN 2 Advanced**

(i) RPN 2 positions can also be sub-divided into RPN2 PCNS and RPN 2 Advanced.

(ii) The classification of RPN 2 PCNS or RPN 2 Advanced is only available to an RPN 2 who is able to demonstrate a level of clinical practice that is of a higher level of skill than would otherwise be expected of other RPN 2 positions but less than RPN 3.

(iii) The responsibilities of the RPN 2 PCNS or RPN 2 Advanced are to be performed within their normal daily working hours.

(iv) The role and function of the RPN 2 PCNS or RPN 2 Advanced is distinguishable from the roles and functions of the RPN 4, 5 or 6 Psychiatric Clinical Specialist or Consultant or Psychiatric Nurse Educators. The RPN 2 PCNS or RPN 2 Advanced should not be expected to be a replacement to these positions, except when appointed as such in a higher duties capacity.

(v) The RPN 2 PCNS is a personal classification and an RPN 2 can apply for this classification where the RPN 2 has:

(A) successfully completed a specific course of training in Nursing leading to registration by the NMBA; or

(B) have completed a post graduate course specific to Mental Health Nursing; and

(C) has completed a minimum of 12 months experience in Mental Health Nursing at the RPN 2 level.

Whilst applicants would generally be expected to have two years' experience at the RPN 2 level to adequately meet the skill criteria an RPN 2 may apply for the PCNS classification after completion of 12 months experience.

(d) The RPN 2 Advanced is a personal classification and an RPN 2 can apply for this classification where the RPN 2:

(i) is working to units completion of a postgraduate course in Mental Health Nursing and has a minimum of two years Mental Health Nursing experience at the RPN 2 level; or

(ii) has completed a minimum of four years' experience in Mental Health Nursing at the RPN 2 level

(e) The nurse must demonstrate one of the criterions below in each of the sections (i), (ii) and (iii) following whilst the criteria set out in section (iv) are desirable only.

(i) Clinical Skill

(A) Demonstration of a commitment to, and the delivery of a particular Mental Health Nursing role or function within the program

(B) Maintenance and improvement of clinical standards in Mental Health Nursing practice

(ii) Professional Behaviour

(A) Act as a mentor or preceptor, having completed a preceptor course subject to it being provided by the Employer, to less experienced staff not limited to Mental Health Practitioners including RPNs, nursing students, Division 2 nurses (PEN) and Mental Health Officers (MHO).

(B) Support of, and contribution to, quality improvement and research projects within Mental Health Nursing practice

(C) Act as a resource person to others in relation to Mental Health Nursing clinical practice.

(iii) Professional Development

(A) Contribution to the education of other mental health professionals eg active participation in the delivery of the in-service education/training program.

(B) This function does not supplant the role and function of the RPN 4, 5 or 6 Psychiatric Clinical Specialist or Consultant or Psychiatric Nurse Educators.

(C) Demonstrated undertaking of own planned professional development and competence through various forms of continuing education with a focus on Mental Health Nursing practice; e.g. conferences, study days, formal study, reading.

(iv) Desirable

(A) Completion of a Specialist Graduate Year in Mental Health Nursing.

(B) Membership of a relevant professional body supporting the role and function of Mental Health Nursing

(C) Committee membership and participation requiring Mental Health Nursing skills and expertise

(D) An RPN 2 Advanced who successfully completes a post graduate course of training in Mental Health Nursing

145.10 RPN 2 - typical duties

(a) Within the context of the definitions above, the following duties have been assessed as being able to be undertaken by RPN 2s. Note that no single duty can be used as the final determinant of job level.

(i) Undertake mental state, social and physical assessments of consumers, which will lead to a recommendation of a course of action being taken which would aid the consumer's self determination in formulation of individual program plans or nursing care plans.

(ii) Assist in the provision of an environment conducive to the physical, emotional and social well-being of consumers.

(iii) Prepare nursing case management strategies for consumers.

(iv) As a co-therapist, be involved in running psycho-dynamic groups.

(v) Assess the effects of and on the authority of a medical officer/psychiatrist, and within the bounds of professional nursing practice, administer drug therapies.

(vi) Undertake counselling and therapy with consumers and provide specific rehabilitative or education projects in conjunction with consumers.

(vii) Act as advocate for consumers within the service, and with relevant community agencies

(viii) According to unit service and program policies, provide assistance during mental health or medical emergencies

(ix) According to unit service policies, engage with the consumer to prepare for discharge by planning follow up care, which may include out-patient services, local doctor and CMHN community mental health nurse visits, and medication supplies, etc.

(x) Take blood as required (e.g. to monitor medication levels).

(xi) Supervision of nursing practice of PENs.

(xii) Assist in the orientation and training of student nurses when directed by the Senior Nurse in charge of the unit service.

(xiii) Conduct daily living skills and activities groups, observe consumer interaction and record participation.

(b) **RPN 2 Research Nurse**

(i) RPN 2 Research Nurse

(A) Is a Registered Nurse

(B) It is desirable the nurse has 2 years minimum experience working in mental health services

(ii) RPN2 Research Nurse features:

(A) plan, in collaboration with a more senior Registered Nurse, a nursing care in consultation with individuals/groups, significant others and the interdisciplinary care team

(B) not be responsible for the management or supervision of trials, staff, or budget(s);

(C) be involved with data- collection for clinical trial research studies undertaken in the department

(D) assist in the delivery of direct and indirect clinical-trial-related care of consumers within their scope of practice; and

(E) work under the supervision of a more senior Research Nurse.

145.11 RPN 3 – definition

At this level, employees utilise the knowledge gained from the basic RPN course or nursing qualification, which has been consolidated by a range of relevant work experience, usually at least two years. The selection criteria for appointment to RPN3 will include the desirability of holding a post graduate diploma in psychiatric/mental health nursing or having completed a specialist undergraduate Mental Health Nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

(a) **RPN 3 - Features**

(i) Clinical duties at this level will include more complex tasks than at RPN2. RPN 3s operate with a higher degree of clinical autonomy and will be required to manage all the commonly occurring situations or cases within their area of practice. RPN 3s also may utilise a knowledge of nursing systems and service delivery structures to deliver specialised services in some areas.

(ii) RPN 3s will undertake the duties of an advanced practitioner. Typically, they will lead a nursing team on a shift, but there is scope for positions at this level in a clinical area who do not necessarily supervise other nurses. Community-based positions receive clinical guidance, where necessary, from a more senior community mental health nurse CMHN, but are expected to be adept at making mental status assessments of consumers, including new consumers not previously seen by a doctor. In all cases, RPN 3s receive general direction from and report directly to a more senior nurse (RPN 4 or above) who has overall accountability for the care or program.

(iii) RPN 3s at this level will be accountable for decisions made on clinical or unit program management matters according to professional practice and service policies. They will determine day-to-day matters and report regularly to a more senior nurse.

(b) **RPN 3 - typical duties**

Within the context of the definitions above, the following roles within each work area have been assessed as being able to be undertaken by RPN 3s. However, particular positions may combine duties from more than one role. Note that no single duty can be used as the final determinant of job level.

(c) **Associate Nurse Unit Manager**

(i) Undertake nursing assessments and independently institute a nursing care plan for consumers and staff. This includes supervising other nursing staff involved (if any), coordinating various treatment components and liaising with other professional staff.

(ii) Conduct complex group therapy such as psycho-dynamic groups. At this level, positions assess consumers' suitability, assist consumer to choose the actual form of therapy. The nurse may train and instruct their peers in therapeutic techniques and supervise the co-therapist.

(iii) Assist a RPN 4 or above to develop and implement the philosophy and objectives of a unit program.

(iv) Provide clinical supervision to RPN 2's, students, PENs and any other unit staff, and allocate tasks on the basis of the available staff's knowledge and developmental needs unit

(v) On a shift where the RPN 3 is responsible for the unit or program, co-ordinate the provision of non-nursing functions to the workplace. Oversee the activities of non-nursing staff while in the unit to ensure relevant standards are met.

(vi) Contribute to the development of nursing practices and procedures and provide guidance and informal training on the shift to staff working in the unit or program area.

(vii) Establish the Mental Health Nursing service delivery priorities in the work setting for the shift.

(viii) Ensure the accurate documentation of consumer records during the shift.

(d) **Clinician**

(i) Undertake nursing assessments and independently institute a nursing-care plan with consumers and their identified support persons. This includes supervising other nursing staff involved (if any), co-ordinating various treatment components and liaising with other professional staff.

(ii) Conduct complex group therapy such as psycho-dynamic groups. At this level, assess consumers' suitability, assist consumer to choose the actual form of therapy. The nurse may train and instruct their peers in therapeutic techniques and supervise the co-therapist.

(iii) Assist a RPN 4 or above to develop and implement the philosophy and objectives of a unit program.

(iv) Following assessment by or in conjunction with a medical officer, undertake nursing assessments of consumers and work with a consumer to develop a range of measures to stabilise their physical and mental health symptoms.

(v) Undertake specifically designated and more complex rehabilitative or education projects with consumers that would not be undertaken by RPNs.

(vi) Unit based positions of this type would be specifically designated and would report direct to a Nurse Unit Manager.

(e) **Educator – Graduate Support Nurse**

(i) The Graduate Support Nurse is responsible for the delivery of practical and applied clinical support to graduate nurses and early career nursing staff in the learning environment, that is responsive to local and organisational priorities and develops the foundational and specialty knowledge required to deliver high quality mental health nursing care to consumers.

(ii) Provides direct expert clinical support, leadership and supervision to learners, with support of the wider Clinical Nursing Education team and key stakeholders

(iii) Encourage a positive learning environment in which competencies are maintained and improved consistent with current nursing knowledge and research

(iv) Support and conduct graduate clinical assessments as required

(v) Actively participates in performance management of graduate nurses and early career nurses

(vi) Fosters safe working practices and environment in order to ensure best patient outcomes

(vii) Undertakes direct client care in order to act as role model for nurses/students and create learning situations for nurses/students by role-playing where actual experience is not available

(viii) Evaluate student/nurse progress. This does not include acting as an Examiner for the NMBA for the external examination of Student Nurses.

(ix) These positions are to be distinguished from and are in addition to the CNE and CNC (however titled) positions.

(f) **Community Mental Health Nurse**

(i) Undertake mental, social and physical assessments of consumers, and work in partnership with the consumer to develop a recovery action plan. that will lead to recommendation of a course of action being taken (such as admission) and possible formation of psychiatric diagnosis by a psychiatrist.

(ii) Administer and assess effects of psychotropic medications.

(iii) Undertake home visits to consumers in the community.

(iv) Assist consumers to identify and implement strategies to reduce emotional distress.

(v) Undertake counselling and therapy with consumers.

(vi) Undertake community agency consultation and education.

(vii) Develop particular community projects under supervision or with assistance from a more senior nurse.

(viii) Undertake specific rehabilitative or educational projects with consumers.

(ix) Prepare nursing recovery framework strategies with consumers being assessed or receiving counselling or therapy.

(x) Provide support to long term consumer and their identified support persons.

(xi) Refer consumers to other mental health professionals or human service agencies in the community

(xii) Act as advocate with and on behalf of consumers with relevant community agencies.

(xiii) Assess level of urgency in situations of crisis assessment in order to prioritise level of interventions required.

(xiv) Maintain an already established residential living program that houses psychiatric consumers, providing support and counselling as well as assistance with daily living skills to enable them to live independently in the community, and assessing the consumers to make sure they are suitable to live together.

(xv) Co-ordinate a depot clinic, involving the organising of staff to administer medication, ensuring that consumers are followed up if they fail to attend the clinic and making recommendations regarding the staff resource

(g) RPN3 Research Nurse

(i) RPN3 Research Nurse

(A) is a Registered Nurse

(B) it is desirable the nurse has 3 years minimum experience working in mental health services or equivalent post-graduate qualification (or working towards same)

(ii) An RPN3 Research Nurse: a) will have responsibility for the delivery of direct and indirect clinical-trial-related care of consumers and associated data collection for concurrent clinical trial research studies undertaken in the department

(iii) will not be responsible for the management or supervision of staff, or of budgets; c) may coordinate a trial (without responsibility for staff) and/or participate in consumer recruitment, ethics application processes and adverse event reporting (as required) together with the provision of education to other team members/consumer and families related to a specific research method, protocol or program; and d) may coordinate more than one trial contemporaneously.

145.12 RPN4 Definition

RPN 4's utilise training and substantial work experience (usually at least five years) to achieve expert knowledge of RPN practices and procedures. Positions may utilise relevant post-basic studies to ensure the achievement of RPN standards across a work area, program or clinical specialty for which the position is responsible. Nurse Educator positions may be required to hold a recognised nurse education qualification according to NMBA requirements. Effective from 1 July 2005 a person appointed to RPN4 must hold a post graduate diploma in psychiatric/mental health nursing or have completed a specialist undergraduate Mental Health Nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

(a) **RPN 4 Features**

(i) Positions at this level undertake the most complex 'hands-on' clinical practice in this structure. Service Nurses at this level will have their clinical judgments recognised as authoritative. In clinical matters, this position will undertake a full range of responsibilities, skills and knowledge and will not receive clinical guidance from a more senior nurse. Non-clinical project and program positions will have carriage of complex matters without requiring technical advice, guided only by the broad policy constraints of the service's nursing department. Unit manager positions will be expected to independently manage all nursing services in an area and provide leadership to staff in clinical matters. Nurse educators utilise their expert knowledge to instruct students in the practical and theoretical aspects of their study.

(ii) RPN 4's are professionally accountable for their nursing decisions. RPN 4's in charge of programs will manage their areas with independence and will be accountable to the nursing executive for the delivery of a high-quality Mental Health Nursing service. They will participate in peer reviews and will report as required on the areas under their control. Direct supervision is not compatible with the high level of expertise expected of positions at this level.

(b) **RPN 4 - Typical Duties**

Within the context of the definitions above, the following roles within each work area have been assessed as being able to be undertaken by RPNs at this level. However, particular positions may combine duties from more than one role. Note that no single duty can be used as the final determinant of job level.

(c) **Clinical Manager**

(i) Manage and participate in the activities of a significant unit community-based program, including establishing the parameters of services, clinical standards and program objectives, and ensuring effective resource utilisation.

(ii) Provide clinical leadership and program guidance to subordinate nurses working in the program.

(iii) Monitor and evaluate program outcomes and develop and manage changes as appropriate.

(iv) Liaise and negotiate with significant service and community-based agents regarding the program.

(d) **Clinical Specialist**

(i) Undertake clinical consultancy and provide direct care in units or direct-care programs as a sole practitioner reporting to a more senior clinical manager. The primary focus is clinical services to consumers.

(ii) Conduct research projects into clinical matters, under the broad direction of a more senior clinical manager.

(iii) Utilise advanced clinical nursing knowledge and skills to influence quality of care within a specialised aspect of nursing practice across a number of units or programs (eg. infection control).

(iv) Be responsible for maintaining state of the art knowledge of the nursing specialty.

(v) Contribute to the training and development of nursing and direct-care staff regarding the specialty area.

(e) **Community Nurse - Student Co-ordinator**

(i) Plan and control or co-ordinate the placement of nursing students in the work setting.

(ii) Be responsible for establishing placement objectives, supervisory guide lines and allocation of staffing resources to the task of student supervision.

(iii) Undertake associated organising, liaison and monitoring duties.

(iv) Develop supervision practices and procedures and training of field staff to be involved in supervision of students.

(v) Undertake a community nursing caseload.

(f) **Community Nursing - Team Leader**

(i) In work settings with up to two subordinate CMHN positions, undertake planning, control and co-ordination of CMHN functions within the work setting, in a particular sub-discipline or across a number of sub-disciplines.

(ii) Undertake associated organising, liaison, monitoring and service development duties.

(iii) Provide nursing supervision for subordinate CMHN staff.

(iv) Develop CMHN practices and procedures and undertake training of field staff.

(v) Advise administration on appointment of nursing staff to the team.

(vi) Establish CMHN service delivery priorities in the work setting.

(vii) Undertake the development of sub-discipline procedures and practices in the work setting and training of staff.

(viii) Establish priorities in delivery of CMHN services within the sub-discipline for the work setting, in conjunction with senior staff of other professions in the work setting.

(g) **Community Nurse - Manager of Crisis Intervention Program**

A crisis intervention program involves ensuring that staff are available to respond to urgent requests for assistance in the community. Typically, a two-person team (two nurses or a nurse and a clinician) would go out to assess the situation and take whatever action required. The management of the service involves:

(i) Rostering of staff to requests for assistance.

(ii) Determining the extent of service required for the catchment area serviced by the workplace (ie numbers of hours per week and number and type of staff).

(iii) Marketing the service to the community.

(iv) Ensuring that the service is responsive to the needs of the catchment area without disrupting the clinic/workplace routines.

(h) **Clinical Nurse Educator (CNE)**

The CNE will provide professional supervision and support to ensure effective delivery of quality clinical services and increased knowledge and skills of staff. The role will not carry a clinical caseload.

(i) Provide professional support, education, training and supervision to mental health nursing staff.

(ii) Monitor and advise on standards of nursing practice and develop strategies to meet identified needs.

(iii) Identify models of best practice and assist in their implementation.

(iv) Facilitate preceptorship of student nurses, graduate and post graduates nurses in mental health and wellbeing services.

(v) Participate in education and workforce development programs, committees and reference groups as allocated by the Senior Psychiatric Nurse (SPN).

(vi) Participate in the development and implementation of refresher, re-entry to practice and supervised practice programs within the inpatient unit.

(vii) Assist mental health nurses in the development of individual professional development plans.

(viii) Contribute to quality improvement and research activities focused on further developing best practice nursing.

(ix) Participate in education and staff development committees and reference groups as required

(x) Prepare and conduct lectures, tutorials, practical skills, workshop skills training or small group discussions.

(xi) Evaluate student progress.

(xii) Contribute to development and evaluation of the curriculum for students and nurses.

(xiii) Co-ordinate the program for allocated intake groups of student nurses.

(xiv) Contribute to the on-going development of nursing education and practice by having input to internal and external committees and working parties.

(xv) In the clinical work setting, facilitate the effective transfer of nursing students theoretical learning into practical experience through the provision of clinical education sessions and supervision of the students'

nursing practice, and provide a structured program of education and unit experience to general nursing students during their clinical Mental Health Nursing placement.

(xvi) Undertake direct consumer care in order to act as role model for students and create learning situations for students by role-playing where actual experience is not available.

(xvii) Negotiate with schools of nursing and student nurses regarding the number and dates of clinical placements to be undertaken under the teacher's supervision.

(xviii) Answer queries from student nurses regarding the interpretation of the HRP Act and Nursing and Midwifery Board of Australia.

(xix) Provide advice to student nurses in relation to their clinical progress and course regulations.

(xx) Organise external placements for student nurses, including at community-based settings.

(xxi) Organise education visits for student nurses.

(xxii) Coordinate or assist in the coordination of mandatory training requirements.

(xxiii) Coordinate and deliver orientation days for staff

(i) **Nursing Administrator**

(i) Undertake research into complex non-clinical nursing matters under the broad direction of a more senior nurse (eg. alterations to rostering methods, changes to incident reports, introduction of computerised consumer records and introduction of staff-appraisal guide lines).

(ii) Implement administrative changes of the above type by liaising with unit managers and nurses managing other clinical programs, explaining new systems to affected staff and reporting the outcomes of implementation to more senior managers.

(iii) Provide information sessions/seminars and assistance to staff in other facilities undertaking similar projects.

(j) **Mental Health Nurse Practitioner Candidate**

(i) Nurse Practitioner Candidate means a RPN who is appointed to a position as Nurse Practitioner Candidate and is undertaking their final studies, including clinical practice, to gain endorsement to practice as a Nurse Practitioner in accordance with the HRP Act.

(ii) A RPN appointed by the Employer as a Nurse Practitioner Candidate (as defined) shall be classified and paid at a minimum of RPN 4 Year 3 in their first year of candidature and RPN 5 thereafter.

(k) **Consultation Liaison Nurses**

(i) Consultation Liaison Nurses shall be classified as a RPN, as a minimum.

(ii) The CL nurse should be a 7 day a week position.

(iii) There should be a minimum of one CL nurse to every 300 beds within a hospital service.

(iv) The CL nurse focuses on the mental health care of people in non-psychiatric (generalist) settings, most commonly but not exclusively, in general hospital units, emergency departments, and nursing homes. The CL nurse aims to improve outcomes in patient care from a mental

health perspective through working directly with patients and indirectly through increasing the capacity of staff to recognise and attend to the mental health needs of patients in these settings.

(v) The CL nurse works with patients and their relatives providing expert mental health assessment and intervention; provides guidance, education and support to generalist staff caring for the patient and collaborates with them in developing a plan of care; acts as a positive role model to generalist staff in psychiatric - mental health care and practice; works with the organisation or department as a mental health resource on mental health related projects, education and policy development; and acts as a link between generalist and mental health services (public and private, hospital and community).

(vi) For the purposes of this Agreement the CL nurse covers the general and specialist medical / surgical units of Victorian general hospitals.

(l) **RPN4 Research Nurse**

(i) A RPN4 Research Nurse

(A) is a Registered Nurse

(B) it is desirable the nurse has 4 years minimum experience working mental health services and equivalent post-graduate qualification

(ii) RPN4 Research Nurse Features:

(A) has responsibility for the delivery of direct and indirect clinical-trial-related care of consumers and associated data collection for concurrent research studies undertaken in the department

(B) may be responsible for the management and supervision of staff and the development of strategies to meet the educational requirements of staff or participants in a trial or trials. This includes the forward planning of resource requirement

(C) may be responsible for the budget of a research trial or of the research team(s), but not a research department; and

(D) has responsibility and accountability for maintaining clinical and research governance and has a clear understanding of organisational processes that exist to support the conduct of good clinical research

(E) inherent requirements include the development and review of standard operating protocols, liaison with external agencies, overseeing and/or participating in consumer recruitment, ethics application processes and adverse event reporting (as required).

145.13 RPN 5 – Definition

RPN 5's will utilise clinical and administrative knowledge based on further study (and/or post-basic qualification) and enhanced by many years of appropriate RPN work experience. Effective from 1 July 2005 a person appointed to RPN5 will be required to hold a post graduate diploma in psychiatric/mental health nursing or to have completed a specialist undergraduate Mental Health Nursing program or a specialist post basic course of training which led to previous registration as a Division 3 Nurse.

(a) **RPN 5 - Features**

(i) Employees at this level involve significant problem-solving that may require considerable understanding and interpretation of service and departmental policy. RPN 5 nurses typically are involved in the development of complex nursing programs. Clinical and non-clinical

projects or programs will have implications for all nursing services within the service as a whole, usually involving the development of adaptations to the way work is performed.

(ii) Nurse Unit Manager positions will be expected to independently manage all nursing services in an area and provide leadership to staff in clinical matters.

(iii) RPN 5's undertaking a CNC role may provide a consultancy to unit-based staff in an area of expertise, but would not directly supervise these staff. Project positions may supervise small teams of RPNs working on clinical or nursing services support developmental matters. In community settings, RPN 5 nurses would lead small teams in a multi-disciplinary setting or be responsible for the development of programs for a defined catchment area. Educators at this level would provide high level assistance to the positions with regional responsibility for RPN education.

(iv) RPN 5's are senior nurses who will independently undertake their duties according to broad policy guide lines and professional standards. They will set objectives and negotiate their acceptance with the nursing executive, and report in terms of progress to units these objectives. RPN 5's are typified by substantial responsibility for an area of nursing practice as outlined in the role statements below.

(b) **RPN 5 - Typical Duties**

Within the context of the definitions above, the following roles within each work area are able to be undertaken by RPNs at this level. However, particular positions may combine duties from more than one role. Note that no single duty can be used as a final determinant of job level.

(c) **Nurse Unit Manager (NUM)**

(i) Typical Duties

(A) Manage the provision of Mental Health Nursing services in a unit to enable the effective utilisation of available resources to achieve unit service and service objectives.

(B) Provide a high level of 'hands-on' clinical practice and advice and participate in the delivery of care.

(C) Participate in the development of Mental Health Nursing policy and procedures relating to the unit service and service as a whole.

(D) Manage the provision of all nursing and non-nursing services to the unit.

(E) Co-ordinate the provision of mental health professional services to consumers.

(F) Maintain standards of professional Mental Health Nursing care and promote the training and professional development of all nursing staff on the unit.

(G) Ensure that the principles and objectives of the Mental Health and Wellbeing Act are applied.

(H) Monitor and evaluate unit program activities and outcomes and report as required to the service's nursing executive on progress to units objectives, resourcing difficulties, staff training requirements, emerging clinical issues that may be addressed across a number of unit, etc. Develop and manage change as appropriate.

(I) Supervise maintenance of consumer records by ensuring that unit staff complete all necessary paperwork.

(J) Ensure that staffing rosters and staff deployment are organised to achieve effective and timely program delivery and efficient use of staff resources.

(d) **Classification of Nurse Unit Manager**

A Nurse Unit Manager will be classified as follows:

(i) NUM Grade 5 – Level 1

(A) Responsible for 6 beds or less in the first 4 years of experience as a NUM.

(ii) NUM Grade 5 – Level 2

(A) Responsible for 6 beds or less with greater than 4 years' experience as a NUM; or

(B) Responsible for greater than 6 beds within the first 4 years' of experience as a NUM.

(iii) NUM Grade 5 – Level 3

(A) Responsible for greater than 6 beds with greater than 4 years of experience as a NUM.

(iv) For the purpose this subclause, Nurse Program Managers will commence at the level of NUM Level 2. These roles will progress to NUM Level 3 in accordance with the required years of experience above.

(e) **Nurse Unit Manager Savings Provision**

An Employee who meets the definition of NUM Grade 5 – Level 1 at the commencement of the Agreement will be employed at a minimum of NUM Grade 5 – Level 2 whilst employed within their current role.

(f) **Clinical Psychiatrist Nurse Consultant (Education)**

(i) Responsibility for the coordination and implementation of education, training and professional development and will provide professional supervision and support.

(ii) Provide leadership in the provision of mental health nursing education, training and professional development program delivery including

(A) Graduate year nursing programs, undergraduate and postgraduate nursing courses

(B) Core competency training and specialised training packages

(C) Re-entry, Refresher and Supervised Practice Programs; and

(D) Provide Clinical Supervision.

(iii) Provide professional support to CNE RPN 4 educators.

(iv) Undertake quality improvement activities.

(v) Be accountable for programs being conducted within the allocated budgets.

(vi) Contribute to the development and management of nurse performance review systems.

(vii) Represent the mental health and wellbeing services education, training and professional development programs on service wide committees as delegated.

(viii) Participate in the statewide RPN 5 PNC reference group as required.

(ix) Provide high level clinical consultation and advice to unit managers or nurses managing programs.

(x) Develop, establish, maintain and evaluate a specialist clinical program, such as a psycho-geriatric or rehabilitation program, across a number of units/facilities. The primary focus is program development, rather than delivery of clinical services to consumers.

(xi) Provide RPN consultancy service regarding specialist programs as required to other hospitals and/or public sector and voluntary health service agencies.

(xii) Be responsible for maintaining state of the art knowledge across a broad area of expertise.

(xiii) This position might supervise a small team of nursing staff.

(xiv) This role reports to the Senior Psychiatric Nurse.

(g) **Mental Health Inpatient Clinical Nurse Consultant**

An Employer may employ a Mental Health Inpatient Clinical Nurse Consultant to:

(i) assist the Nurse Unit Manager (NUM) in developing, maintaining and evaluating specialist bed-based programs for which the NUM is accountable for managing.

(ii) not directly supervise the NUM or bed-based staff, however, to provide a consultancy service regarding specialist programs within mental health bed-based services.

(iii) provide high level advice to the NUM regarding Department initiatives and frameworks and actively contribute to team planning and clinical practice development activities within the Unit.

(iv) assist in the development of clinical frameworks such as Safewards. Mental health intensive care frameworks and reducing restrictive interventions in inpatient settings.

(h) **Community Nursing - Team Leader**

(i) Undertake direction of a team of at least three subordinate Community RPNs working in a multi-disciplinary setting where overall direction of the workplace is undertaken by a higher-level community position.

(ii) Supervise work of subordinate CMHN staff.

(iii) Co-ordinate work of the CMH team.

(iv) Provide input to mental health policy development in the community workplace.

(v) Monitor and evaluate adequacy of the CMH services provided.

(vi) Undertake co-ordination, planning, development and liaison functions in the workplace on behalf of CMH team.

(vii) Recruitment of CMH staff.

(viii) Undertake administrative work of the CMH team.

(ix) Establish priorities for CMH service delivery in the workplace.

(i) **Community Nurse - Developer of Programs**

(i) Develop programs for a defined catchment area, which often might be geographically distant from other mental health services (e.g. a country town).

(ii) In addition to undertaking the full range of community mental health training activities without clinical guidance from a more senior nurse to whom the position reports, the position would have responsibility for establishing priorities for community Mental Health Nursing and clinical service delivery and for the development of mental health service provision in the area.

(j) **Night Supervisor (Small-Medium Service)**

(i) Undertake the management of a small to medium service at night, according to policies and procedures established by the service executive, to ensure that a high standard of operation and service delivery is provided to consumers.

(ii) Take responsibility for all nursing and direct-care matters, including consumers and staff, in the event of any mental health /medical emergency or any other incident and instigate any required interventions.

(iii) Provide authoritative clinical and nursing administrative guidance and supervision to nursing staff.

(iv) Ensure that there are adequate staff and other resources available to all areas at the service at night to maintain service quality.

(v) Provide a contact point and advice and counselling where appropriate, for members of the public or others who may contact the service during the night for a broad range of matters (e.g. admissions, etc.).

(k) **Clinical Nurse Educator**

(i) Provide administrative support to a RPN 6 nurse educator in co-ordinating RPN education programs and curriculum development at a number of nurse education centres.

(ii) Carry out aptitude testing of aspiring student RPNs to comply with standards set by the Nursing and Midwifery Board of Australia.

(iii) As part of a regional team of nurse education officers, co-ordinate the development and preparation of allocated sections of the curriculum to comply with NMBA standards.

(iv) Supervise or monitor the development and implementation of allocated sections of the curricula.

(v) Assist the head of the school in the overall management of the school (eg by establishing appropriate record-keeping systems).

(l) **Nursing Administrator**

(i) Direct and supervise the project work of RPNs in non-critical areas, including allocating projects to staff, setting deadlines and acting as a consultant when problems are encountered.

(ii) Initiate the development of such projects and negotiate their acceptance with the nursing administration.

(iii) Negotiate with senior nursing, medical and administrative staff in the service to gain acceptance for major policy and procedure changes

(m) **RPN5 Research Nurse**

(i) An RPN5 Research Nurse is a

(A) Registered Nurse

(B) It is desirable the nurse has master's degree relevant to mental health with progress towards (or achievement of) a PhD (desirable)

(ii) Features:

(A) may have data responsibility for the delivery of direct and indirect care and associated data collection for concurrent research studies undertaken in the department

(B) has overarching responsibility for the management of nursing staff in the research department, including the delegation of responsibilities and performance management

(C) may have overall responsibility for the coordination and budgeting of all trials within the relevant research department, and will ensure the highest standard of care is delivered to research participants and, where relevant, their families, in partnership with all members of the multidisciplinary and research team(s)

(D) has responsibility and accountability for maintaining clinical, staff and research governance

(E) may be the trial coordinator on appropriate studies

(F) will have responsibility over protocol budgets within the framework of the research unit overall budget, in consultation with the Principal Investigator and/or relevant Head of Department; and

(G) in collaboration with the relevant Head of Department or Principal Investigator, will provide nursing leadership, consultancy and advice and will lead the development of quality improvement projects that facilitate develop and maintain frameworks for policy and relevant education

145.14 RPN - Grade RPN 6 - Definition

RPN 6's are senior RPN Managers who have a thorough knowledge of the RPN profession and will have considerable proficiency in the management of a substantive role. RPN 6's with a clinical focus must have knowledge commensurate with a recognised State-wide expertise in an area of RPN practice. Effective from 1 July 2005 a person appointed to RPN6 will be required to hold a post graduate diploma in psychiatric/mental health nursing or to have completed a specialist undergraduate Mental Health Nursing program or a specialist post basic course of training which previously led to registration as a Division 3 Nurse.

(a) **RPN - Grade RPN 6 - Features**

(i) At this level, guidelines may be unclear and policies ill-defined, involving challenges to resolve nursing service delivery problems or undertake research and development projects.

(ii) RPN 6's will either manage the total nursing function in a nominated service or community services provided by nursing only teams or direct a substantial clinical area across an entire service or administer a school of nursing.

(iii) RPN 6's are bound by policies and practices and are subject to executive management direction only. Within areas of practice as outlined below, RPN 6's will be able to commit the service or education service within the constraints of the executive management model to a

particular course of action or nursing policy. Positions at this level therefore are expected to lead the investigation of major mental health issues and develop strategies to overcome problems affecting the nursing department / school / community service. Also included at this level are senior nurse managers, who may share accountability for the management of the nursing service with the Director of Nursing (DON) (eg. Night Supervisors in large facilities and Assistant Directors of Nursing in medium to large facilities).

(b) **RPN 6 - Typical Duties**

Within the context of the definitions above, the following roles within each work area have been assessed as being able to be undertaken by RPNs at this level. However, particular positions may combine duties from more than one role. Note that no single duty can be used as a final determinant of job level.

(c) **RPN 6 Nurse Practitioner Classification**

(i) **Nurse Practitioner** Nurse Practitioner means an RPN who is endorsed to practice as a Nurse Practitioner by the NMBA in accordance with the HRP Act.

(ii) A Registered Nurse who has satisfactorily completed a course of study and undertaken clinical experience that, in the opinion of the Nursing and Midwifery Board of Australia, qualifies the nurse to use the title Nurse Practitioner.

(iii) Note: All health professionals have a 'scope of practice'. It describes the skills, knowledge and attributes of the area and context of practice in which they are authorised and competent to practice autonomously.

(iv) Australian nurse practitioners have extensive post-graduate clinical experience and have completed prescribed education at a master's level. Nurse practitioners provide complete episodes of health care, using an advanced person-centred nursing model of care by combining advanced nursing knowledge and skills with advanced diagnostic reasoning and therapeutic knowledge. They can diagnose and manage health consumers with common and complex health conditions.

(v) Nurse practitioners possess the legal authority to practice both independently and autonomously at a level of practice that is beyond that of a registered nurse. They have met the regulatory and professional requirements for Australia, including Endorsement through the Nursing and Midwifery Board of Australia (NMBA).

(vi) Elements of care and/or role activities that may distinguish that a nurse practitioner is practicing as a nurse practitioner include:

(A) ability to assess and diagnose health problem

(B) order and interpret diagnostic investigations

(C) formulate an assess response to treatment plans

(D) prescribe medicines; and

(E) refer to other health professionals within their individual areas of competence.

(vii) Nurse practitioners may also admit and discharge patients from health services, including hospital settings.

(viii) Nurse practitioners practice collaboratively with other health professionals to improve access to healthcare through health promotion, disease prevention, and health management strategies.

They improve health outcomes for specific patient populations or communities.

Note: The definition of Nurse Practitioner includes those recognised by the NMBA and the Employer as Nurse Practitioners immediately prior to the commencement of this Agreement.

(ix) As of the FFPPOA 1 July 2025, Nurse Practitioners with more than 1 year of experience as a Nurses Practitioner will be classified as Nurse Practitioner Year 2.

(d) **Nurse Manager - Clinical Area**

(i) Monitor the service environment, nursing practices and patterns, models of care to ensure that high levels of clinical nursing standards are established and maintained. This may involve nursing research being conducted by a RPN-6 or other RPN clinicians. A RPN at this level then would make proposals to senior service management to improve clinical standards and efficient use of staff service.

(ii) Having regard to service-wide trends, initiate and implement clinical audits.

(iii) Develop the Mental Health Nursing functions within the service by chairing various committees (eg. Infection prevention and control, clinical emergency, safe manual-handling issues, nursing audit and nursing practice, etc.).

(iv) Provide leadership in implementing change to nursing philosophies and practices and assist other nurse managers and practitioners within the service to achieve their clinical goals.

(v) Assist in the professional development of mental health nursing within the service by providing career guidance to other RPNs and ensure that staff have access to clinical areas that will enhance their professional development.

(e) **Community Nurse Manager -Community Department or Clinic or Service**

(i) Manage and be fully responsible for delivery of mental health and CMH services in a centre staffed by at least three subordinate CMHNs, in addition to other disciplines in the team.

(ii) Plan, develop, organise and monitor delivery of programs for the department or clinic's catchment area in accordance with policies, practices, programs and resource allocations to the CMHN service prepared jointly with regional mental health services management.

(iii) Participate in major human service delivery developments in the region (eg. community health) as the representative of mental health services.

(iv) Undertake evaluation of services provided by the centre to facilitate the best use of allocated resources and representation of mental health services in regional initiatives.

(v) Advise on mental health service -delivery issues.

(f) **Night Supervisor (Large Service)**

Typical duties are the same as for the RPN 5 Night Supervisor. Positions at this level will perform these tasks in larger facilities with higher staff numbers, more in-patient consumers and hence higher levels of responsibility for the position in charge at night.

(g) **Nurse Educator - Head of Education Centre**

(i) Administer nurse education for undergraduate, graduate, and postgraduate students of nursing.

(ii) Manage and be responsible for the development, implementation and evaluation of education programs.

(iii) Monitor and review the work performance of Nurse Educators and ensure that the performance of all nurse educators within a program is appropriately monitored.

(iv) Manage the human and physical resources of the education program.

(v) Ensure that the selection of student nurses for the program follows established policy and is carried out appropriately.

(h) **Nurse Manager - Administration Area**

(i) Under the direction of the Director of Nursing (medium to large service), provide leadership in allocation and monitoring of nursing resources to most effectively meet service delivery requirements.

(ii) Manage the recruitment and retention of nursing staff according to policies and the Agreement.

(iii) Perform a professional leadership role in the effective forward planning of nursing services.

(iv) Monitor the non-clinical nursing operations of the service and meet emerging needs by initiating changes to systems and procedures. Positions may initiate special projects (either short - or long-term), which may be carried out by subordinate nurses.

(i) **Nurse Manager (Designated Units)**

(i) Under the direction of the Director of Nursing, manage the nursing services in a specified section of the service, and involving a significant number of units or equivalent spread of responsibility.

(ii) Monitor the standards of clinical practice, program efficiency and effectiveness, and report as required to the service's executive.

(iii) Provide professional oversight and guidance on RPN 3's in charge of units and programs and ensure that staff development needs are met across the areas for which the position is responsible.

(iv) Initiate and monitor administrative system's to allow the full use of available nursing resources to meet consumer needs.

(j) **Deputy Director of Nursing**

(i) A RPN who is appointed as a Deputy Director of Nursing to assist the Director of Nursing in the day-to-day administration of the Program/Service.

(ii) The Employer is not required to appoint a Deputy DON.

(iii) This role is differentiated from the Senior Psychiatric Nurse position.

(iv) The Deputy DON will report to the DON.

(k) **Senior Psychiatric Nurse (RPN6)**

(i) The Senior Psychiatric Nurse reports to the Director of Nursing – Mental Health.

(ii) The role has direct reports of RPN 4 Clinical Educator and RPN5 Psychiatric Nurse Consultants employed within the service.

(iii) Assist the DON, provide mental health psychiatric nursing leadership within mental health service.

(iv) Responsible for overall development and implementation of training and development strategy for mental health nursing workforce as delegated.

(v) Assist the DON, develop and promote quality improvement activities and research.

(vi) Support the advancement and utilisation of mental health nursing research outcomes into clinical best practice and standards.

(vii) The role is not expected to carry a clinical caseload, however the SPN may provide support and advice to Nurses in regard to complex case reviews.

(viii) Support mental health nursing workforce engagement with complex case reviews or adverse patient safety events (APSEs).

(ix) The role will facilitate the provision of professional supervision and support to mental health nurses to ensure the effective delivery of quality clinical services and increased knowledge and skills of staff.

(x) Will ensure Clinical Supervision is offered to all mental health nurses in accordance with clause 136.

(xi) Provision of clinical leadership with regards to implementation of nursing changes and new/improved Models of Care in line with professional and regulatory standards as delegated.

(xii) Contribute to the development of mental health nursing policy, procedures and guidelines.

(xiii) Alongside the DON, Develop and implement strategies addressing workforce planning and development issues in consultation with service managers and in accordance with the agreed staffing plan for the service.

(xiv) Where delegated by the DON, represent the mental health-nursing workforce within and to the management of the mental health service and the broader health service.

(xv) Where delegated by the DON, engages in liaison with the external bodies such as Chief Mental Health Nurse and Safer Care Victoria Mental Health Improvement Program.

(xvi) Responsible for mental health nursing practice improvements across the service, including undertaking the role of project lead on nurse led projects including all safer care frameworks as delegated.

(xvii) Contribute to ensuring best practice standards on mental health nursing within the defined service.

(xviii) Member of relevant internal/external committees/projects as delegated.

(xix) Operate as a Clinical supervisor for Nurse within the organisation in accordance with clause 136.

(xx) The role will oversee mental health nurse education, training and development across the service. This includes relevant mandatory training for the mental health nursing workforce.

145.15 RPN 7 Definition

RPN 7's are senior RPN Managers or Senior Mental Health Nurses who have a thorough knowledge of the RPN profession and will have considerable proficiency in the art of

management in a substantial role. Effective from 1 July 2005 a person appointed to RPN7 will be required to hold a post graduate diploma in psychiatric/mental health nursing or to have completed a specialist undergraduate psychiatric/mental health nursing program or a specialist post basic course of training which previously led to registration as a Division 3 Nurse.

(a) **RPN 7 Features**

(i) At this level, guidelines may be unclear and policies ill-defined, involving major intellectual challenge to resolve nursing service delivery problems or significant nurse education issues.

(ii) Positions either will manage the total nursing function in the nominated medium facilities or administer nurse education throughout a region.

(iii) Positions are bound by policies and practices and are subject to executive management direction only. Positions will be able to commit the service or education service to a particular course of action or nursing policy. Positions at this level therefore are expected to lead the investigation of major mental health issues and develop strategies to overcome problems affecting the nursing department's or region's education service.

(iv) Work at this level is distinguished from that of RPN-5s and RPN 6s by the size of the nursing service managed and the span of control across a region for the RPN education function.

(b) **RPN 7 Typical Duties**

Senior Psychiatric Nurse (RPN7)

(i) The Senior Psychiatric Nurse reports to the Director of Nursing – Mental Health.

(ii) The role has direct reports of RPN4 Clinical Educator and RPN5 Psychiatric Nurse Consultants employed within the service.

(iii) Assist the DON, provide mental health psychiatric nursing leadership within mental health service.

(iv) Responsible for overall development and implementation of training and development strategy for mental health nursing workforce as delegated.

(v) Assist the DON, develop and promote inequality improvement activities and research.

(vi) Support the advancement and utilisation of mental health nursing research outcomes into clinical best practice and standards.

(vii) The role is not expected to carry a clinical caseload, however the SPN provide support and advice to Nurses in regard to complex case reviews.

(viii) Support mental health nursing workforce engagement with complex case reviews or adverse patient safety events (APSEs).

(ix) The role will facilitate the provision of professional supervision and support to mental health nurses to ensure the effective delivery of quality clinical services and increased knowledge and skills of staff.

(x) Will ensure Clinical Supervision is offered to all mental health nurse sin accordance with clause 136.

(xi) Provision of clinical leadership with regards to implementation of nursing changes and new/improved Models of Care in line with professional and regulatory standards as delegated.

(xii) Contribute to the development of mental health nursing policy, procedures and guidelines.

(xiii) Alongside the DON, develop and implement strategies addressing workforce planning and development issues in consultation with service manager and in accordance with the agreed staffing plan for the service.

(xiv) Where delegated by the DON, represent the mental health-nursing workforce within and to the management of the mental health service and the broader health service.

(xv) Where delegated by the DON, engages in liaison with the external bodies such as Chief Mental Health Nurse and Safer Care Victoria Mental Health Improvement Program.

(xvi) Responsible for mental health nursing practice improvements across the service, including undertaking the role of project lead on nurse led projects including all safer care frameworks as delegated

(xvii) Contribute to ensuring best practice standards on mental health nursing within the defined service.

(xviii) Member of relevant internal/external committees/projects as delegated.

(xix) Operate as a Clinical supervisor for Nurses within the organisation in accordance with clause 136.

(xx) The role will oversee mental health nurse education, training and development across the service. This includes relevant mandatory training for the mental health nursing workforce.

(c) **Principal Nurse Education Officer**

(i) As head of a regional school and as the most senior level of Nurse Educator, provide authoritative professional leadership in identifying direct-care staff education/training needs and develop appropriate resources.

(ii) Provide policy advice to the Principal Nurse Adviser on nurse education and direct-care staff training for the region.

(iii) Engage in program design, curricula development and education strategies with external educational bodies to access basic and on-going training for all direct-care staff in the region. Undertake regional planning for educational purposes.

(iv) Be accountable for all RPN education across a region.

(v) In accordance with NMBA and requirements, design a theoretical and clinical education program for student RPNs and ensure appropriate organisation and standards for clinical placements within a region.

(vi) Manage relevant human and material resources.

(vii) Negotiate with mental health, general health and community facilities to arrange suitable placements for student RPNs.

(viii) Prepare a program of theoretical education and clinical placements each year for each student RPN within the region, to meet the NMBA requirements.

(ix) Determine processes for design, construction, evaluation and revision pertaining to RPN education.

(x) Ensure that education program requirements are being met and promote consultation between Nurse Educators and senior hospital-

based RPNs who are involved in both the theory and clinical components of RPN training.

(xi) meet with other Nurse Educators at this level to formulate suggestions and recommendations pertaining to policies and professional standards for RPN education in Victoria, for submission to the Principal Nurse Adviser.

145.16 RPN 7 Definition

Positions at this level are in charge of the largest mental health nursing services and are the most senior RPN managers in Victoria. Positions will utilise the highest level of knowledge and skills in Managing the RPN function in large mental health facilities.

(a) **RPN 7 Typical Duties**

(i) Provide a focus for policy development and analysis, service planning and program development in relation to mental health nursing in Victoria.

(ii) Provide the central focus and professional leadership for mental health nursing and direct-care services, including the enhancement of direct-care services, philosophies, objectives, workforce needs and education requirements.

(iii) Provide major professional input into the development of policy and programs for mental health services and into state-wide service-planning activities.

(iv) Undertake workforce planning and evaluation of RPN education and training requirements to ensure that policy objectives can be met. Similar consultancy will be given in relation to other direct-care categories, including PEN and MHO.

(v) On a state-wide basis, set and evaluate nursing standards within the service and negotiate with Directors of Nursing to ensure that these standards are implemented throughout facilities and community settings.

(vi) Decisions made by the position will influence the direction and development of mental health nursing and will require the position to engage in sensitive discussions and negotiations at the most senior levels within the service.

(b) **RPN 7 Principal Nurse Adviser**

A RPN 7 is accountable for the planning and development of the profession of mental health nursing in the context of policy and program directions. The RPN 7 advises the Manager and generates policies that impact on RPN services provided in the field.

(c) **RPN 7 – Director of Nursing (DON)**

(i) The Senior Psychiatric Nurse (SPN) reports to this DON position.

(ii) Responsibility for direct reports, professional leadership and professional governance of Mental Health Nursing workforce.

(iii) Promote the development and enhancement of the participation and skills of nurses and other direct-care staff in accepting and responding to changes that are occurring in the development of mental health and wellbeing services.

(iv) The role is accountable for clinical leadership concerning implementation of nursing changes and new/Improved Models of Care in line with professional and regulatory standards as delegated.

(v) Be responsible for the development and preparation of policy and guidelines pertaining to all aspects of mental health nursing and related direct-care service delivery within a large mental health service (as defined), and for the provision of high-level mental health nursing advice to other members of the service's executive.

(vi) Conduct/support complex case reviews.

(vii) Operate as a Clinical supervisor for Nurses within the organisation in accordance with clause 136.

(viii) Represent the total mental health nursing function on the service executive and negotiate at senior levels for the adequate resourcing of the mental health nursing clinical function and its associated activities.

(ix) Ensure the mental health nursing services are of the highest possible quality across the service including through establishing effective reporting relationships between Nurse Managers across all bed based and community services.

(x) Participate as necessary in the negotiation of local industrial relations issues and consult with colleagues in the event of major disputes, escalating as required.

(xi) Provide professional leadership to all mental health nurses and other nursing staff in the service and encourage staff development and tension of workforce.

(xii) Lead/Support the mental health nursing workforce and strategic plan as delegated.

(xiii) The DON is an executive member of the Mental Health and Wellbeing Leadership team alongside the Authorised Psychiatrist and Mental Health Operations Director/General Manager (however titled).

(xiv) The position professionally reports to the Executive Director of Nursing and Midwifery (however titled) of the Health Service (where relevant).

(xv) Be responsible for the governance of mental health nursing services and resources, research and strategy, ensuring maintenance of legal, regulatory and professional nursing standards as delegated.

(xvi) Ensure the nursing services are of the highest possible quality across the service through establishing effective professional reporting relationships between unit, community and Nurse Managers.

(xvii) Involved in matters pertaining to health service credentialling and accreditation.

(xviii) Mental Health and Wellbeing executive lead on major Nursing workplace and workforce changes as delegated.

(xix) Member of the Mental Health and Wellbeing directorate executive meetings.

(xx) Member of health service executive meetings relevant to mental health nursing and learning and practice development as delegated.

(xxi) Consulted in escalation and decision making regarding serious mental health nursing workforce performance and conduct matters.

(xxii) Leadership and governance of best practice and improvement in Mental Health Nursing practice.

(xxiii) Ensure best practice standards on mental health nursing within the defined service.

(xxiv) Member of delegated internal and external committees.

(xxv) Oversight of mental health nursing workforce strategy, recruitment and retention, ensuring that an appropriately skilled nursing workforce is attracted and retained.

(xxvi) Meets with other nursing executive for the health service (cross specialty collaboration) as delegated.

(xxvii) Oversight of mental health nursing research as delegated.

(xxviii) Professional reporting line for Nurse Practitioners and specialty mental health nursing roles as delegated.

(xxix) Oversight for policy, procedure, guidance and governance changes related to nursing function.

(xxx) Oversight of compliance with relevant legislation and industrial instruments pertaining to mental health nursing.

(xxxi) Contribution to Occupational Health and Safety provisions for the nursing workforce within mental health and wellbeing services clinical lead.

146. Psychiatric Enrolled Nurse classifications

146.1 Psychiatric Enrolled Nurses – features

(a) A PEN is an enrolled nurse who works as part of the specialist mental health nursing team, under the supervision of an RPN. PENs work as a part of the mental health team to advocate for and facilitate the involvement of individuals, their families and significant others in planning and evaluating care and progress toward recovery and improved health outcomes. No consumer will be treated solely by a PEN.

(b) Core PEN responsibilities in the provision of person-centred nursing care include recognition of normal and abnormal in assessment, intervention and evaluation of individual health and functional status. As well as the provision of support and comfort, assisting with activities of daily living to achieve an optimal level of independence, and providing for emotional needs of individuals with their aim being to ensure physical and psychological wellbeing and recovery of consumers. The PEN monitors the impact of nursing care and maintains ongoing communication with the registered nurse regarding the health and functional status of individuals.

(c) PENs are deployed in a wide range of work settings. Services to each consumer will be determined by a team, which could include a RPN, or another qualified professional. They will perform a range of functions according to work setting, consumer needs and expertise of the PEN. Their aim is to ensure the physical and psychological well-being of their consumers in accordance with the legal and ethical requirements of the Mental Health Act 2014, or its successor.

(d) The PEN knowledge and expertise in mental health nursing is advanced by the experience of working in the sector under supervision and mentorship and /or from post basic training.

(e) Where the applicable law and organisational policy allows, enrolled nurses may administer prescribed medicines or maintain intravenous fluids, in accordance with their educational preparation.

(f) At all times, the PEN retains responsibility for their actions and remains accountable in providing delegated nursing care. The enrolled nurse must maintain ongoing communication with the RPN including reporting changes in health and functional status and individual responses to health care interventions

(g) The broad definitions of work at each level should be met by any individual position being classified at that level, subject to their educational preparation and consequential scope of practice. No single duty can be used as the basis on which to classify a job.

146.2 Psychiatric Enrolled Nurse Level 1 (PEN1)

(a) **Definition**

(i) At this Level a PEN works under the direct supervision and instruction of an RPN or a senior experienced PEN.

(ii) A PEN 1 will be orientating to the roles and responsibilities within their working environment. PEN1 will undertake work as directed within established procedures and guidelines. They will be expected to develop their knowledge and understanding of their legal and ethical role under relevant legislation including the Mental Health Act 2014 or its successor.

(iii) All newly graduated PEN commence at Level 1. A PEN graduating with a Diploma will commence at PEN Level 1 Year 7

(iv) **Progression** – A PEN1 will progress through the increments on completion of a year of experience, including previous experience.

(v) A PEN Level 1 will only progress to PEN2 classification if they meet the criteria set out for a PEN Level 2.

(b) **Typical PEN1 Duties**

(i) Organise and complete delegated nursing care of consumers.

(ii) Encourage and support consumers to attain independence or assist consumers to maintain independence in daily living.

(iii) Establish and maintain a rapport with consumers that will contribute their therapeutic treatment/activities.

(iv) Record and report consumers progress in the clinical file and participate in handover of allocated consumers.

(v) Assisting in routine admission procedures when a new consumer enters the unit

(vi) Welcome consumers to the unit and orient them to unit routine. Explain unit routine to nominated family/friends of consumers.

(vii) Under direction, carry out basic therapeutic or rehabilitative tasks with consumers, either individually or in groups.

(viii) When requested by the nurse in charge, accompany consumers to appointments outside the unit or service.

(ix) Act in emergency situations according to established procedures within the bounds of the PENs scope of practice.

(x) Accurately record and label specimens, such as urine, perform urinalysis and report abnormalities.

(xi) Assisting in the creation of safe, stable and therapeutic environments for consumers.

(xii) Can only be rostered to HDU (howsoever titled) after completion of approved aggression management training and a minimum 6 months of experience in a mental health setting. A PEN 1 will not be the sole nurse in HDU and must be rostered with an experienced RPN.

(xiii) Carry out clinical procedures for which training, supervision and level of competence has been achieved and recorded.

(xiv) Maintain a high standard of documentation in accordance with level of competence.

(xv) Contribute to quality improvement activities.

(xvi) Ordering of medical supplies.

146.3 Psychiatric Enrolled Nurse Level 2 (PEN2)

(a) **Definition**

(i) A PEN 2 is an experienced PEN who works under the supervision of an RPN and will have an established understanding of the usual work and practices within the unit, a capacity to think critically, to analyse situations and act accordingly. They will generally practice with less direct supervision and take a more comprehensive approach to care, using a greater capacity for a critical approach to clinical assessment and management.

(ii) They will be able to demonstrate an understanding of their own, consumer and environmental safety issues. They will have an established knowledge and understanding of, and work in accordance with their legal and ethical responsibilities under relevant legislation including the Mental Health Act 2014, or its successor.

(b) PEN Level 2 applies to Enrolled Nurses who:

(i) have at least 2 years' experience and holds either an NMBA approved qualification in administration of medicines or a post registration qualification in mental health nursing; or

(ii) performs duties at a PEN2 level; or

(iii) are undertaking a Community Training Position of up to 12 months (as defined).

(c) Progression - A PEN2 will progress through the increments on completion of a year of experience, including previous experience, as per clause 103.

(d) There is no automatic progression for a PEN2 to the PEN3 classification.

(e) **Typical PEN2 Duties**

(i) Administration of prescribed medications inclusive of provision of information about the medication to consumers.

(ii) Clinical observation and assessment of the effects of medication.

(iii) Conduct mental state examinations.

(iv) Conduct more comprehensive psychosocial assessments within scope of practise, including initial interviews of consumers.

(v) Compile consumer history and presentation for the development of a person-centred care plan, however titled, and/or patient care strategies and identify clinical risks.

(vi) Participate in consumer reviews and discharge planning, in collaboration with the consumer, carers, significant others and multidisciplinary team.

(vii) Providing education to consumers, carer and significant others.

(viii) Implement and evaluate activities for consumers (including group sessions), in consultation with a Registered Psychiatric Nurse or other qualified health professional.

(ix) Maintain a safe, stable and therapeutic physical and psychosocial environment for consumers and staff.

(x) Run, plan and develop basic therapeutic group activity sessions and/or social and community inclusion activities in consultation with the nurse educator/Shift Leader/ Allied Health Professional / Psychologists.

(xi) Lead junior staff in the development and evaluation of specific programs, initiatives or research programs where appropriate and participation in quality improvement activities.

(xii) May be rostered to HDU (howsoever titled), on the provision that approved aggression management training has been completed.

(xiii) Having completed a preceptorship course, act as a mentor/preceptor to PEN students or MHOs when required.

(xiv) Undertake & participate in admission process including completion of admissions of consumers.

146.4 Psychiatric Enrolled Nurse Level 3 (PEN3)

(a) **Definition**

(i) A PEN 3 will practise at an advanced level within the Mental Health specialty and works under the direction of professional staff and an RPN. They will be expected to take a complex and critical approach to clinical care with an increased breadth and depth of knowledge and skills and exercise considerable judgement when analysing and responding to events or situations. They will have advanced knowledge and understanding of, and work in accordance with, their legal and ethical responsibilities under relevant legislation including the Mental Health Act 2014, or its successor.

(ii) They may undertake roles in specific specialist domains such as Education, Quality and Liaison roles, including leadership. They may work in community settings, functioning independently within the scope of broad directions.

(iii) PEN 3 applies to enrolled nurses who meet not less than two out of the three eligibility criteria below before making an application.

(iv) Progression – A PEN3 will progress through the increments on completion of a year of experience, including previous experience, as per clause 103.

(v) Community Mental Health – Despite any other criteria in this clause PEN3 is the minimum classification for enrolled nurses working in the community mental health setting, subject to the Community Training Provisions in clause 137.11.

(b) **Typical PEN3 Duties**

(i) Conduct mental state examination, psychosocial and community-based assessment.

(ii) Monitor consumers' physical and mental health status and provide appropriate intervention across a range of settings.

(iii) Independently implement and evaluate person centred care plans in the community and inpatient settings, under the general supervision of an RPN.

(iv) Participate in established processes for metabolic monitoring of consumers.

(v) Provide psychoeducation to carers/families/services whenever appropriate.

(vi) Prepare for consumer related case presentations/reviews and participate in clinical case conferences and other related meetings.

(vii) Assist consumers/ carers to access appropriate support services within community settings.

(viii) Liaison with and provide support to relevant health care providers and community services.

(ix) Plan, promote, initiate, develop, run and conduct quality activities with relative independence.

(x) Advanced knowledge of the Mental Health Act 2014, or its successor, and other relevant legislation.

(xi) Having completed a preceptorship course, act as a preceptor to PENs, students, and MHOs and as a mentor to graduate RPNs.

(xii) Undertake portfolio responsibilities.

(xiii) Undertake community-based case work in accordance with plans and directions of the primary case manager.

(c) For those PEN 3's with NMBA approved medication endorsement:

(i) Administration of prescribed medications (outreach may be required).

(ii) In community-based service, assist with the co-ordination of the depot administering system, including maintenance of a depot data base.

(d) The eligibility criteria are:

(i) Can provide evidence of achievement of four out of the ten Advanced Enrolled Nurse Level 3 Competency Standards below; AND

(ii) Either:

(A) A minimum of five years post registration experience as a PEN

OR

(B) A post registration qualification a component of which is relevant to current environment/role.

(e) **Advanced PEN Level 3 Competency Standards**

The following are examples of competency standards that meet the eligibility criteria in sub-clause 146.4(d)(i) above.

(i) Contributes to the education of new graduate PENs and/or Trainee PENs. For example, the Advanced PEN may precept or mentor new graduate Enrolled Nurses and/or Trainee Enrolled Nurses or contribute to the performance appraisal of less experienced PENs.

(ii) The PEN may be involved in committees and working parties within and/or beyond the work unit

(iii) Assists in the coordination of delegated activities of other staff under the guidance and direction of the RPN. For example, guides and supports activities of other PENs

(iv) Act as a resource to others. For example, may take responsibility for a specific task, such as equipment maintenance schedules, rosters or stock control

(v) Contributes to quality improvements within their work area or the workplace and/or changes in PEN practice initiatives. For example, identifies risks and potential outcomes during assessments or identifies and implements harm minimisation strategies

(vi) Practises using specialised or advanced knowledge and skills in a clinical area within the enrolled nursing scope of practice. For example, applies acquired knowledge in child and family health care, recovery and rehabilitation, prevention of occupational violence and aggression, dementia care or other specific areas of clinical practice consistent with their educational preparation

(vii) Modifies practice to accommodate consumer health care needs of individuals and groups in different environments. For example, contributes to the effective utilisation of nursing resources in the context of changing workloads or responds effectively to changes in clinical situations within scope of practice required

(viii) Undertakes portfolio responsibilities either individually or as part of a clinical/quality team.

(ix) Is aware of and functions in accordance with legislation, policies and procedures affecting PEN practice.

(x) Actively participates in team leadership and decision making.

Explanatory note: The parties recognise that additional opportunities may exist that are comparable in terms of skill or responsibility to those above. A lack of opportunity to meet sufficient standards is not to be used as a rationale for denying an Employee classification at PEN3.

(f) **Portability of PEN3 classification**

(i) A PEN3 classified at PEN3 shall be paid for all hours worked at the PEN3 classification and continue to be employed at Level 3 across the public sector including in the event they change Employer.

(ii) Evidence required to demonstrate PEN3 to a new Employer shall be any one of the following:

(A) Payslip; or

(B) Certificate of Service; or

(C) Letter of appointment.

(g) **Applications for Advancement to PEN 3 (existing Employees):**

(i) **Application principles**

(A) The process for applications for PEN3 should ensure that applicants have equal opportunity to demonstrate their suitability

(B) Applicants should have reasonable access to the same information relevant to the PEN3 criteria

(C) No restrictions, other than the set eligibility requirements, are to apply

(D) Potential applicants should be allowed reasonable time to prepare for the process.

(ii) **Application process**

(A) Applications may be made by a PEN when they believe they meet the eligibility criteria. Each Employer will arrange for the advertising of PEN3 classification once every six months. This information will be permanently available to PENs.

(B) Written applications are to be made to the NUM (or equivalent position)

(C) The written application must address the criteria in this Agreement, including:

1) evidence of achievement of four out of ten of the Advanced PEN 3 criteria; and

2) either:

- A minimum of five years post registration experience as a PEN; OR
- A post registration qualification (of at least 6 months or 200 hours duration) a component of which is relevant to current environment/role.

(D) Interviews, if required:

1) Will be held within 10 days of the application.

2) Will be conducted by the NUM and may also include up to two other nursing staff such as the ANUM or Nurse Educator at the local level.

3) Must relate directly to the criteria in sub-clause 146.4(g)(ii)(C), and the supporting evidence within the application.

(E) The PEN will be notified in writing of the outcome within 7 days of the receipt of the application, or where there is an interview, within 7 days after the interview.

(F) For successful applicants, re-grading will apply from the date of application and be payable from the next fortnightly pay period after notification of a successful application.

(G) If the application is unsuccessful, the Employer is to provide detailed written feedback aligned with the criteria, with a supportive development plan to be commenced to assist the PEN in any future application and meeting the eligibility criteria.

146.5 PEN Level 4 - Enrolled Nurse Education Support

An experienced PEN who works with the registered nurse (RPN 4 – Psychiatric Clinical Nurse Educator and/or RPN 5 Psychiatric Nurse Consultant) as part of the Mental Health training and development team NMBA Enrolled Nurses Standards for Practice (2016) stipulate the need for the PEN to have a named and accessible Registered Psychiatric Nurse (RPN) at all times and in all contexts of care for support and guidance.

The PEN 4 position is not a substitute for the RPN 4 Clinical Nurse Educator and RPN 5 Psychiatric Nurse Consultant Professional Development positions.

It is desirable that the PEN 4 position has completed or is supported by the Employer to complete the Advanced Diploma Units of competency in Mental Health.

Where an PEN 4 position has a Certificate IV in TAE, the relevant certificate allowance will be paid

The PEN 4 position has a capability to:

(a) Provide competent person-centred care,

(b) Engage in reflective and analytical practice and

(c) Contributes to the learning and development of new graduate Enrolled Nurses and/or trainee enrolled nurses and other (unregulated) health care workers

At 1 July 2020, each of the three Mental Health training and development Clusters via the Centre of Mental Health Learning, were allocated one EFT of a PEN 4 Enrolled Nurse Education Support position.

Typical duties

(i) Under the broad direction of the Registered Psychiatric Nurse (RPN 4 or 5) is a resource for information on mental health and nursing matters within the PEN scope of practice,

(ii) Undertake a range of practice development initiatives in residential and acute program settings to build PEN practice and improve outcomes for consumers

(iii) Assist the CNE (RPN 4) to provide support to undergraduate Diploma of Nursing Students on clinical placement

(iv) Provide preceptorship to students undertaking the Diploma of Nursing, after they have completed Preceptorship training

(v) Participate in the orientation for PENs, MHOs and LEWs

(vi) Assist Registered Psychiatric Nurses (RPN 4 and RPN 5) to provide skill refreshment activities to other PENs

(vii) Promotes the safety of self and others in all aspects of nursing care

(viii) Provide advice to the Senior Psychiatric Nurses on specific PEN workforce issues

(ix) Represent PENs at State-wide Professional Development forum.

146.6 Translation (all PEN Levels)

(a) The following translation has occurred and will continue to apply:

Current	**No Meds**	**plus meds**	**Plus Senior**	**plus both**
PSEN 1				
Year 1	PEN 1.1	PEN 1.5		
Year 2	PEN 1.2	PEN 1.6		
Year 3	PEN 1.3	PEN 2.1		
Year 4	PEN 1.4	PEN 2.1		
Year 5	PEN 1.6	PEN 2.1		
Year 6	PEN 1.6	PEN 2.1	PEN 3.1	PEN 3.1
Year 7	PEN 1.7	PEN 2.1	PEN 3.1	PEN 3.2
Year 8	PEN 1.8	PEN 2.2	PEN 3.1	PEN 3.3
PSEN 2				
Year 1	PEN 1.8	PEN 2.2	PEN 3.1	PEN 3.3
Year 2	PEN 2.1	PEN 2.4	PEN 3.2	PEN 3.3
Year 3	PEN 2.2	PEN 2.4	PEN 3.2	PEN 3.4[#]

(b) PEN3.4 available only to existing PSEN2 y3 Employees in receipt of medication endorsement allowance and senior allowance as at 31 March 2012. These

Employees translate to the PEN3.4 as a result of the implementation of this Agreement. The PEN3.4 rate cannot be accessed through incremental progression.

147. Mental Health Officers classifications

147.1 Mental Health Officer (MHO)

(a) The broad definitions of work at each level should be met by any individual position being classified at that level. No single example of work (eg one duty) can be used as a basis on which to classify a job. All duties of the MHO category will be undertaken under the direct or general supervision (as appropriate) of a qualified professional staff member.

(b) MHO are employed to assist nursing/clinical staff in the delivery of a range of therapeutic programs. MHO are not a Registered or Enrolled Nurse, and therefore cannot be used to perform the work of RPN or PEN.

(c) MHO duties may be carried out in a range of settings, including psychiatric units and alcohol and drug services or in community-based programs. Consumers of these services will have varying degrees of mental ill health, or alcohol and drug dependency, and services will vary according to the needs of each client group.

(d) All duties of the MHO category will be undertaken under the direct or general supervision (as appropriate) of a qualified professional staff member, such as a RPN, Health Professional or Psychologist.

(e) In no circumstances will a MHO be the sole provider of services to clients in the absence of at least broad direction from a relevant professional staff member who has responsibility for the initial assessment, preparation of client program plan and on-going identification of clients' needs.

(f) Direct care duties undertaken by a MHO include assisting in, but not limited to, the following program areas

(i) Social work

(ii) Occupational therapy/ Physiotherapy

(iii) Music/ Creative/ Recreation

(iv) Daily Living Skills

(g) In addition to the above direct care duties, in which MHO's will work directly with consumers, MHO may undertake as a secondary component of duties a range of support services to nursing and other program areas. Such assistance includes:

(i) maintaining client records

(ii) ordering stores and specialist needs (eg. industrial materials)

(iii) scheduling clients, recording attendance

(iv) transporting clients

(v) maintaining information resources.

There is no mandatory qualification for entry into the MHO category.

147.2 MHO Level 1

(a) At this level the MHO works under the supervision of other professional staff or more senior MHO. Positions at this level provide a variety of direct care services to consumers according to established procedures, specific guidelines and standard instructions with minimal expectation of any independent practice within scope of role. Positions work within a single function area (eg. bed based unit).

(b) **Key Responsibilities**

(i) Accompany consumers e.g. from unit to outside appointments, social outings etc according to instructions.

(ii) Assist consumers in their participation in therapy programs

(iii) Develop a knowledge of the consumers program and on the basis of that knowledge, adapt work patterns / schedules within guidelines

(iv) Collect and provide reliable data present this data at meetings when required.

(v) Prepare, set up and maintain equipment, ensure that the environment is safe for consumers and staff working in it

(vi) Assist in the implementation of therapy treatment/s that are determined by a specialist therapist utilising such equipment as determined appropriate

(vii) Organise and implement social and recreational outings for consumers

(viii) Provide clerical and organisational support for the unit (eg recording appointment, ordering supplies, organising maintenance and repairs etc)

(ix) Duties concerning the activities to be undertaken - prepare and run groups for clients including cooking, gardening, recreation and creative arts etc. Positions may be required to evaluate and report on the participants' level of participation and provide encouragement in conjunction with the Therapist / RPN co- leader.

(x) Devise and deliver activities programs for individual consumers

(xi) Assist and support individual consumers in gaining access to community services act as an advocate for the client as required

147.3 MHO Level 2

(a) Experienced MHO who works within established procedures and guidelines and under general direction from professional staff or a more senior MHO, working to independently carry out duties and handle day to day issues arising in relation to activities across a range of settings or programs. MHO at this level have four years' experience or two years and an appropriate qualification.

(b) Positions regularly required to do:

(i) Undertake the more complex non-nursing direct care functions; or

(ii) Perform significant non-direct care duties; or

(iii) Contribute to the design and independent implementation of developmental and therapeutic programs

(c) **Key Responsibilities**

(i) Under direction, independently select activities for and run formal group sessions such as activities as art and craft, music, film, games, physical recreation activities, simple working, basic vocational skills and other independent living skills.

(ii) Manage the activities within a therapy program including supervision of subordinate staff, responsible for the environment and specialist stores.

(iii) May be required to induct new MHO and provide guidance to MHO level 1

(iv) Assist in assessing consumer's suitability and effectiveness for certain programs according to established methodologies and consumers

needs and prepare modifications to program components as required and report to the supervising professional.

(v) Within a unit or service establish and maintain effective links between the service and consumers family, friends and where applicable guardians

(vi) Provide information and assistance to clients and their families in relation to income security and material welfare. Liaise on behalf of consumers with and/ or assist clients to access a broad range of human services agencies and Government departments.

(vii) Develop and maintain a register of community resources for use in the service; inform nursing and other staff of the availability of these resources and their suitability for clients

(viii) Documentation as required including preparing a social history and needs report on clients

147.4 MHO Level 3

(a) At this advanced level, the MHO works under broad direction of professional staff, as an advanced direct care worker with responsibility for providing specialist support to clients of the service or multidisciplinary team which delivers substantial care programs or welfare services for clients. MHO 3 may be required to deal with a range of community service and government agencies, consumer advocacy groups and have a sound understanding of government policy in relation to the provision of these services.

(b) MHOs at this level would have generally seven years of relevant experience or at least five years' experience and an appropriate qualification.

(c) MHOs at this level may lead teams of non-nursing direct care workers and have responsibility for their induction, in-service training, formal assessment and counselling with respect to performance and supervision.

(d) Key Responsibilities:

(i) Coordinate welfare activities for a significant number of clients in a complex environment

(ii) Independently run a major recreational or social program, including budgeting, negotiating and acceptance of proposals and liaising with outside agencies.

(iii) As directed co-ordinate the provision of a major therapy program across a range of settings eg a major service or between a service and community agencies. Where required assist in selection of clients and co-ordinate all facets of the program delivery.

(iv) In a large and/or complex service have chief responsibility for the provision of information on community resources and provide authoritative advice on the appropriateness of these resources to clients.

(v) Co-ordinate literacy and or numeracy programs between the service, the consumer now living at home and specialist education staff.

SECTION 3: HEALTH PROFESSIONALS

SECTION 3 | PART A: HEALTH PROFESSIONALS PRELIMINARY

148. Definitions specific to this Part of this Agreement

148.1 Experience means experience in the Employee's occupation obtained within the last five years, excluding any unpaid leave provisions in the Agreement (or any previous applicable instrument).

SECTION 3 | PART B: TYPES OF EMPLOYMENT AND END OF EMPLOYMENT

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SECTION 3 | PART C: WAGES AND RELATED MATTERS

149. Once Off Retention Payment

149.1 A Once Off Retention Payment of $4,200 will be paid to full time AHP1 Employees at the commencement of the Agreement.

149.2 The Once Off Payment will be paid over two instalments as follows:

(a) FFPPOA commencement of Agreement - $2,100.

(b) Next pay period after 149.2(a) - $2,100.

149.3 The payments will be paid to part time Employees on a pro rata basis.

149.4 Casual Employees will receive pro rata payments based on average hours over previous 12 months calculated at the time the Agreement commences.

SECTION 3 | PART D: ALLOWANCES AND REIMBURSEMENTS

150. Damaged clothing allowance

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

150.2 This clause shall not apply in a case where the damage or soiling is occasioned by the negligence of the Employee.

151. Higher duties allowance

151.1 Entitlement

(a) An Employee who is formally engaged in writing:

(i) in any one day or shift for more than two hours in a shift leader (however titled) role; or

(ii) to assume the duties of another Employee on a higher classification carrying a higher rate than the classification in which they is ordinarily employed

shall be paid for the full day or shift at the minimum rate for that higher classification at the equivalent classification within Schedule 3 but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

(b) This clause does not apply where an employer issues a reasonable direction to an Employee to undertake additional duties in accordance with their existing classification.

152. Meal allowance

152.1 An Employee shall be paid a meal allowance in accordance with Schedule 2:

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

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

152.4 This clause shall not apply when a meal is supplied at the cost of the Employer.

153. Qualification Allowance

NOTE: see subclause 9.1(jj) (Definitions) regarding the interpretation of relevance.

153.1 Entitlement

(a) Where an Employee has a relevant qualification in addition to their base relevant health professional qualification, enabling registration or practice under the classification structure the Employee will be entitled to a qualification allowance in accordance with this clause.

(b) Where the Employee's base qualification is a double degree or Masters, the qualification allowance will be payable after one year of experience in an area where the qualification is relevant.

(c) The Allowance is to be paid on a pro rata basis for part time and casual Employees.

153.2 One Qualification Allowance Only

An Employee who has more than one qualification is entitled to one qualification allowance only, being the allowance for the highest qualification.

153.3 Evidence

(a) An Employee claiming entitlement to a qualification allowance must provide to the Employer evidence of that Employee having the qualification for which the entitlement is claimed.

(b) An Employee will meet the evidence requirements when they have provided the Employer with evidence from the education / training provider that would satisfy a reasonable person that the Employee has obtained the qualification for which the allowance is claimed, for example:

(i) the award of the qualification; or

(ii) the certificate of the qualification; or

(iii) transcript from the education/training provider

(iv) payable from the FFPPOA the evidence is provided.

153.4 Rates for Qualification Allowances

A Registered Health Professional shall be entitled to a qualification allowance under this clause will be paid, in addition to the Employee's salary, as follows:

(i) The rate for **'AHP1 Graduate Certificate'** in Schedule 2 for a Graduate Certificate equivalent to within the Australian Qualifications Framework.

(ii) The rate for **'AHP1 Post Grad Diploma or Degree'** in Schedule 2 for a Postgraduate Diploma, Degree or a Double Degree.

(iii) The rate for '**AHP1 Masters'** in Schedule 2 for a master's degree.

(iv) The rate for **'AHP1 PhD'** in Schedule 2 for a Doctorate or a PhD.

153.5 Payment During Paid Leave

The above Qualification allowances are to be paid during all periods of paid leave.

154. Higher Education Recognition Allowance

154.1 To promote the recruitment and retention of the Lived and Living Experience workforce, all Lived and Living Experience workers shall be entitled to a qualification allowance for any qualification under the Australian Qualifications Framework (or its equivalent) as follows:

(a) The rate for a **'Graduate Certificate Equivalent'** in Schedule 2 for a certificate, diploma or graduate certificate

(b) The rate for a **'Postgraduate Diploma, Degree or Double Degree'** in Schedule 2 for a post graduate diploma, degree or double degree

(c) The rate for a **'Master's Degree, Doctorate or PhD'** in Schedule 2 for a Master's Degree, Doctorate or PhD.

155. Shift work allowance

155.1 Definitions

In this clause 155:

(a) **Morning shift** means any shift that commences between 6:00 p.m. and 6:30 a.m.

(b) **Afternoon shift** means any shift that finishes between 6:00 p.m. and 8:00 a.m.

(c) **Night shift** means any shift that finishes on the day after commencing duty or commences after midnight and before 5:00 a.m.

(d) **Sunday night shift** means a shift worked by a full-time or part-time Employee that commences on Sunday and concludes on Monday.

(e) Permanent night shift means an Employee permanently working on any such rostered hours of ordinary night duty for any period in excess of four consecutive weeks.

155.2 Application

Where a shift meets more than one definition as set out in 155.1, the Employee be paid one shift allowance only, with the higher shift allowance where the rates differ.

155.3 Shift Allowances

In addition to any other rates prescribed elsewhere in this Agreement, the Employee will receive the following allowances where an Employee works:

(a) A **Morning Shift**, an allowance set out in Schedule 2 per rostered period of duty;

(b) An **Afternoon Shift**, an amount set out in Schedule 2 per rostered period of duty;

(c) A **Temporary Night Shift**

(i) In the case of a casual Employee, the amount referred to as the Casual Night Shift Allowance in Schedule 2 per period of duty.

(ii) In case of a non casual Employee, the amount referred to in Schedule 2 as 'Weekday Night Duty' for each period of duty commencing on a Monday, Tuesday, Wednesday or Thursday'.

(iii) In case of a non casual Employee, the amount referred to in Schedule 2 as 'Fri/Sat Night Duty' for each period of duty commencing on a Friday or Saturday.

(iv) In case of a non casual Employee, the amount referred to in Schedule 2 as 'Sun Night Duty' for each period of duty commencing on a Sunday.

(d) A Permanent Night Shift

(i) In the case of a casual Employee, the amount referred to as the Casual Night Shift Allowance in Schedule 2 per period of duty.

(ii) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Weekday Night Duty' for each period of duty commencing on a Monday, Tuesday, Wednesday or Thursday'.

(iii) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Fri/Sat Night Duty' for each period of duty commencing on a Friday or Saturday.

(iv) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Sun Night Duty' for each period of duty commencing on a Sunday.

155.4 Change of shift allowance

(a) Provided further that in the case of an Employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from the first they shall be paid the '**Change of Shift Allowance**' in Schedule 2 on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

(b) Change of shift allowance is not payable where a single Employee holds two contemporaneous contracted different positions with the same Employer and moving between those positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment.

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

156. Sole allowance

An Employee, who is the only person, employed in one of the below listed classifications, shall be paid, in addition to their appropriate rate, an allowance per week at the rate of 5% of the weekly wage of a AHP1 grade 2, first year of Experience:

(a) Physiotherapist

(b) Occupational Therapist

(c) Speech Pathologist

(d) Music Therapist

(e) Recreation Therapist

(f) Social Worker

157. Uniform allowance

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

157.2 Notwithstanding clause 157.1 above, the Employer may, by agreement with the Employee, pay a uniform allowance at the daily or weekly rate set out in Schedule 2 (whichever is the lesser amount in total) when the Employee is expected to provide their own uniforms or coats. When such Employee's uniforms or coats are not laundered by or at the expense of the Employer, the Employee shall be paid a laundry allowance at the daily or weekly rate set out in Schedule 2 (whichever is the lesser amount in total).

157.3 The rounding provision does not apply to the calculation of this allowance.

158. Change of Ward Allowance

158.1 Definitions

In this clause:

(a) **Base Ward** means the Ward or Unit to which the Employee was rostered to work in accordance with clause 161 (Duty Roster).

(b) **Multi Base Ward Employee** means an Employee who is contracted to work on more than one Base Ward.

158.2 Relocation from Base Ward

(a) The Employer will ensure that rosters are issued on a per ward or unit basis.

(b) Where, at the initiative of the Employer, an Employee performs their rostered shift at a ward, unit or Department that is not their Base Ward, the Employee will be entitled to the Change of Ward Allowance.

(c) The Change of Ward Allowance is set out in SCHEDULE 2.

158.3 Change of Ward Allowance - exceptions

The allowance in this clause does not apply to:

(a) A casual Employee, including a Bank Employee

(b) A Pool Employee

(c) An Employee whose role is genuinely not ward/unit based, or who does not ordinarily work in a ward

(d) An Employee not rostered to work in an aged care ward, undertaking ad hoc assessment or supervision duties in an aged care ward for part of a shift

(e) An additional shift that a part-time Employee has agreed to work, unless relocated from the ward on which the additional shift was scheduled to take place

(f) A post-registration student who is required to operate in another ward, unit or department due to their academic requirements

(g) An Employee who is required to follow their patient to other units/wards e.g. ECT or

(h) Working from home arrangements or other like arrangements.

(i) A Multi Base Ward Employee to the extent they are working on a Base Ward in accordance with their roster.

Example: An Employee is contracted to work on Ward A on some days, and Ward B on other days. Ward A and Ward B are Base Wards for the purposes of this clause. A Multi Base Ward Employee who, at the initiative of the Employer, performs their rostered shift at a ward, unit or department that is not their Base Ward, will be entitled to the Change of Ward Allowance.

158.4 Anti-avoidance

Employer must not seek to circumvent this provision by, for example, defining multiple wards as one ward, declaring Employees to be part of a pool arrangement or Multi Base Ward Employee contrary to their wishes, amalgamating cost centres, or not rostering to a ward, unit, clinical section or department where that would ordinarily be the case.

158.5 Additional Provisions

Additional provisions may apply where an Employee redeploys to another workplace (see clause 44), or the redeployment is as a result of the Employee being an Affected Employee (see clause 21).

SECTION 3 | PART E: HOURS OF WORK AND RELATED MATTERS

159. Hours of work

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

(a) subject to practicability, in 152 hours per four-week period, to be worked as nineteen shifts each of eight hours; or

(b) by mutual agreement:

(i) in four days in shifts of not more than ten hours each; or

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

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

159.3 For all purposes the hourly rate is deemed to be the weekly rate prescribed by clause 179 (Classification and Wages) divided by 38, provided that where the averaging system is used by full-time Employees, an Employee's ordinary wage for ordinary hours is deemed to be the weekly rate prescribed in clause 179 (Classification and Wages), and shall be paid each week even though more or less than 38 ordinary hours are worked in that week.

NOTE: An Employee shall accrue a credit for each day in which they work ordinary hours in excess of the daily average of seven hours 36 minutes. The credit is carried forward so that in each cycle an accrued day off is paid.

159.4 All paid leave accrues the credit provided for by clause 159.3 above.

159.5 A paid leave day shall be identical to a worked day.

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

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

160. ADOs

160.1 All full-time Employees covered by this Section 3 are entitled to an ADO.

160.2 An Employee who receives an ADO and who is transferred to a new position within the Employer's business will continue to receive an ADO unless otherwise agreed.

160.3 New Employees will be appraised of the relevant department's work arrangements and provisions regarding hours of work and entitlements to an ADO.

160.4 The Employer will not refuse new Employees the option of an ADO.

160.5 Taking of ADOs

Wherever practicable, an ADO will be on the date requested by the Employee.

160.6 Public Holiday and ADO

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

161. Roster

161.1 A roster of at least 28 days' duration shall be posted at least 28 days before it comes into operation at each work location in a place where it may be readily seen by such Employees and the Secretary or other accredited representative of HACSU.

(a) This 28-day roster provision will operate from the next roster cycle commencing 3 months after the commencement of this Agreement

(b) **Roster Requirements**

Rosters will:

(i) Set out:

(A) The Employee's ordinary working hours

(B) Starting and finishing times

(C) Meal intervals.

(ii) Provide an Employee who works 0.8 EFT or more with two consecutive days off per week. Nothing in this subclause (b) is intended to:

(A) Restrict an Employee requesting single days off, including as a self-rostering request; or

(B) Prevent an Employee who works 0.8 EFT or more from having a single day off rostered where they also have consecutive days off rostered that week.

(iii) From the commencement of the Agreement, an Employer may use an alternative method to record meal interval allocations outlined in 161.1(b)(i)(C) if the electronic roster system being used is unable to accommodate its inclusion. This will be located in each work location where it can be readily accessible seen by such Employees and/or other representatives of the Union(s) to ensure compliance with meal break provisions, for a period of no less than 6 years.

(c) Where an Employee works a set Monday to Friday arrangement of hours without change, then no roster is required to be established.

(d) Seven days' notice shall be given of a change in roster, except in emergency situations.

(i) **Rosters which include work on public holiday**

(A) Employer must implement a policy or procedure for the issuance and finalisation of rosters which cover the performance of work on a public holiday under the Act.

(B) The policy/procedure referenced at subclause 161.1(d)(i)(A)above should:

1. Set out the process for an Employee to request not to work on a public holiday they are requested to work; and

2. Set out the process for the Employer to provide a written response to an Employee's request not to work on a public holiday they are requested to work.

An Employer who receives a request under 161.1(d)(i)(B)(1.) must accept that request unless the Employer determines that the refusal is not reasonable in the circumstances. The factors an Employer must not consider when determining whether a request is not reasonable include:

(ii) Whether the Employee has clearly explained a reason for refusing to work on the relevant public holiday

(iii) The nature of the Employer workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee

(iv) The capacity for the Employer to find replacement Employee to perform the same work

(v) The Employee's personal circumstances (including family responsibilities) to the extent that those circumstances have been disclosed to the Employer

(vi) Whether the Employee could reasonably have expected the Employer to request that they work on the public holiday(s)

(vii) Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects expectation of, work on the public holiday(s)

(viii) The type of employment of the Employee (e.g. whether full-time, part-time, casual or shiftwork)

(ix) The amount of notice in advance of the public holiday given by the Employer when making the request

(x) The amount of notice in advance of the public holiday given by the Employee when refusing the request

(xi) Any other relevant matter.

(C) Where the Employer has requested an Employee to work any public holiday(s) and either:

(i) The Employee has not made a request not to work the public holiday in accordance with the policy or procedure referenced at subclause 161.1(d)(i)(B)above; or

(ii) The Employer has determined that a request was not reasonable (taking into account the factors in subclause 161.1(d)(i)(B)(2.)),

The Employer may require the Employee to work on the relevant public holiday(s).

162. Discretionary backfill for certain absences

162.1 Annual Leave

If an Employee is absent on annual leave for a period of 10 days or more and the services provided by the relevant work area would be seriously jeopardised by the absence of the Employee, the Employer should seriously consider providing 100% leave cover for that period.

162.2 ADOs, conference and study leave

An Employer will use its discretion to provide backfill for Conference Leave, Study Leave and ADOs.

162.3 Consultation

For the purposes of this clause, the Employer will consult with the Director of Allied Health, Mental Health (where relevant) or Director of the facility.

163. Portfolio Work in Paid Time

163.1 Employees with a portfolio or administrative responsibility allocated by their Employer, will be provided with reasonable paid time to undertake such responsibilities.

163.2 The allocation of paid time for Employees with allocated portfolio or administrative responsibilities will be a priority item for the WIC.

164. Make up time

164.1 Notwithstanding provisions elsewhere in this Section 3 an Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Section 3.

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

165. Meal interval

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

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

166. Overtime

166.1 Overtime

(a) The Employer may require an Employee to work reasonable overtime, and such Employee shall work overtime in accordance with such requirement.

(b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

(i) any risk to Employee health and safety

(ii) the Employee's personal circumstances including any family responsibilities

(iii) the needs of the workplace or enterprise

(iv) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and

(v) any other reasonable matter, including those specified in the Act.

(c) Only overtime authorised by the Employer shall be paid for and the following rates of overtime shall apply:

(i) in excess of ordinary hours of work on any one day – time and a half for the first two hours and double time thereafter

(ii) outside the spread of twelve hours from the commencement of the rostered period of duty – double time

(iii) outside the spread of ten hours from the commencement of work by an Employee rostered to work broken shifts – time and a half and outside the spread of twelve hours – double time

(iv) in the event of an Employee being recalled to duty for any period during an off-duty period such Employee shall be paid from the time of receiving the recall until the time of returning to the place from which

they were recalled with a minimum of three hours' payment for each recall, at the following rates:

A. within a spread of 12 hours from the commencement of the last previous period of ordinary duty – time and a half

B. outside the spread of 12 hours from the commencement of the last period of ordinary duty – double time

C. by mutual agreement with the Employer and Employee shall be allowed to take time off in lieu of overtime

(d) An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer, equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the Employer and the Employee, provided the accrual of such leave shall not extend beyond a 28-day period. The Employer shall record time off in lieu arrangements, whether under this clause, or elsewhere in this Section 3, in the time and wages book.

(e) Notwithstanding anything contained in clause 184 (Trainee Supervision), any trainee may, due to medical emergency, be required to work reasonable overtime or shift duty at the discretion of the Employer. Such overtime or shift duty shall be subject to the rates and/or allowances provided elsewhere in this Section 3.

166.2 Transport following overtime

(a) Where an Employee finishes a period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer will provide adequate transport free of cost to the Employee.

(b) Where overtime is a result of a double shift, the provisions below (Additional Provisions for Double Shifts) also apply.

166.3 Additional Provisions for Double Shifts

If an Employee works a double shift (which should only occur in emergency circumstances) the following will apply to mitigate the risk of fatigue and clinical error:

(a) allow breaks of at least 10 minutes' duration in each two hours worked; and

(b) adequate transport will be provided free of cost to the Employee, including the return journey where the Employee's vehicle remains at the workplace.

167. Rest period

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

168. Saturday and Sunday Work

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

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

168.3 Any recall to duty on a Saturday or Sunday shall be paid in accordance with clause 166] (Overtime) as applicable.

168.4 By agreement with the Employer an Employee shall be allowed to take time off in lieu of overtime at the ordinary time rate as per clause 166.1(d) of this Agreement.

169. Ten-hour break

169.1 When overtime work, including recall work, is necessary it should be arranged so that Employees have at least ten consecutive hours off duty between all bodies of work.

169.2 An Employee who works so much overtime or recall between the cessation of the Employee's previous rostered ordinary hours and the commencement of the next succeeding rostered period of ordinary hours, that the Employee would not have at least ten consecutive hours off duty between the end of the overtime or recall and the commencement of the next rostered period of ordinary hours shall, subject to this clause, be released after completion of such overtime or recall worked until the Employee has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

169.3 If, on the instructions of the Employer, an Employee resumes or continues work without having had ten successive hours off duty the Employee will be paid at the rate of double time until the Employee is released from duty for such rest period and the Employee will then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for rostered hours occurring during such absence.

169.4 If an Employee resumes work of the Employee's own volition, overtime will be calculated in accordance with clause 166 - Overtime. An Employee who resumes work voluntarily will be entitled without loss of pay to attend to ablution and sustenance matters.

170. On-call & rostered overtime

170.1 An Employee who is rostered on-call or who performs rostered overtime on 10 or more weekends per annum will be entitled to an additional five days annual leave. This entitlement is in addition to the shift worker entitlement provided by clause 54.2, but both entitlements cannot be claimed for the same bodies of work.

170.2 Clause 170.1 above does not apply to any weekend on which four hours or less is worked or on-call.

170.3 Leave loading does not apply to leave accrued under clause 170.1 above.

170.4 A part-time Employee paid in accordance with clause 26.2 will accrue paid leave entitlements under clause 159.1 on a pro-rata basis.

171. CATT On-call/ Recall Allowances

171.1 On-call Allowance

(a) Employees engaged for on-call/recall for the provision of a crisis response (CATT-type function), shall be paid an allowance at the rate set out in Schedule 2 for each on call period of 12 hours or part thereof commencing with the following rates:

(i) Monday to Friday – as per Schedule 2.

(ii) Saturday - as per Schedule 2.

(iii) Sunday or public holiday - as per Schedule 2.

(iv) Weekend public holiday - as per Schedule 2.

(b) The telephone allowance in the 2020 Agreement does not apply from FFPPOA 1 November 2025 and has been included in the rates at 171.1(a) above.

(c) An Employee rostered to be on-call for a period spanning two days over which two different on-call allowances apply will receive a payment which is equal to the allowance payable for the day attracting the higher allowance.

(d) The purpose of the allowance set out in this clause is to compensate Employees for the inconveniences associated with being on-call and performing duty of up to one hour.

171.2 Recall

(a) The on-call allowance includes payment of work performed of up to one hour's aggregate duration for each on-call period.

(b) For work performed in excess of an aggregate of one hour during an on-call period, payment shall be made at the normal overtime rate paid at the Employee's substantive classification and increment level.

(c) The parties are to regard telephone attendance as recall to duty.

171.3 Additional Provisions

(a) Only one Employee per team each night shall be rostered on-call and in receipt of the allowance. No other team member (other than a psychiatrist) will be required or requested to provide out of hours service for that particular night.

(b) Employees are to receive an uninterrupted break of at least 10 hours between the end of the recall and the next shift. Where the 10-hour break is not observed double time will be paid for all work performed until such break is observed.

(c) An Employer may not require an Employee to be on call for CATT type duties for a period of more than 12 hours.

(d) The on-call/recall allowance for CATT type duties applies to all Employees who are required to perform CATT type duties.

171.4 Savings Provision

171.5 Despite clause 171.1, existing arrangements for periods of on-call for CATT type duties below 12 hours that existed prior to 29 September 2001 may continue.

172. On-Call/Recall allowance (non-CATT)

172.1 On-call Allowance (non-CATT)

(a) An Employee may be rostered to be 'on-call'.

(b) On-call means available to be recalled to duty in that period of time beyond the Employee's rostered hours of duty.

(c) An Employee rostered to be on-call will be paid the 'on-call allowance' set in Appendix 2 per 12-hour period of part thereof commencing with the following rates:

(i) Monday to Friday – as per Schedule 2;

(ii) Saturday – as per Schedule 2;

(iii) Sunday or public holiday – as per Schedule 2; and

(iv) Weekend public holiday – as per Schedule 2.

(d) The telephone allowance in the 2020 Agreement does not apply from FFPPOA 1 November 2025 and has been included in the rates at 172.1(c) above.

(e) An Employee rostered to be on-call for a period spanning two days over which two different on-call allowances apply will receive a payment which is equal to the allowance payable for the day attracting the higher allowance.

172.2 Recall - Return to Workplace

If an Employee is recalled to duty during an off-duty period where the work is not continuous with the Employee's next succeeding rostered period of ordinary duty, such Employee will be paid a minimum of three hours' pay at the applicable overtime rates.

172.3 Recall – Without Return to Workplace

(a) Where recall to duty can be managed without the Employee returning to the workplace (for example by telephone), clause 172.2 will not apply and such Employee will be paid a minimum of one hour of overtime for such recall work.

(b) For subsequent recalls beyond the first hour, the Employee will be paid a minimum of one hour of overtime, but multiple recalls within a discrete hour will not attract additional overtime.

SECTION 3 | PART F: LEAVE AND PUBLIC HOLIDAYS

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SECTION 3 | PART G: EDUCATION AND PROFESSIONAL DEVELOPMENT

173. Professional Development Leave

173.1 Entitlement

(a) A full-time Employee is entitled to five days' paid professional development leave per year, in addition to other prescribed leave entitlements. Part time Employees will have a pro rata entitlement

(b) The leave is cumulative over two calendar years.

173.2 Application

(a) To access the benefits of this provision it is the responsibility of the Employee to make an application for this leave.

(b) An application for this leave, nominating the preferred date(s) will be made in writing to the Manager providing a brief description of the nature of the professional development activity to be undertaken and its applicability to the Employee's profession. The application may be utilised for, but not limited to, research, home study, attendance at seminars and conferences. An Employee may be required to report back on the seminar or conference.

(c) The application must be made at least six weeks prior to the requested date(s) and shall be approved by the Manager unless there are exceptional circumstances that exist that justify non-approval. The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being made. If leave is not granted the reasons will be included in the notification to the applicant.

173.3 Intentional Peer Support Training (ONLY LLEW)

(a) Subject to course availability, it is the intention of this clause that all LLEW Employees will be provided with paid leave to complete IPS Core Training, or equivalent, as soon as practicable, after the commencement of their employment.

(b) An application for this leave, nominating the preferred date(s) will be made in writing to the Manager/Supervisor. The application must be made at least four (4) weeks prior to the requested date(s).

(c) The Employer will approve an application for leave under this sub-clause unless there are exceptional circumstances that exist that justify non-approval. The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being made. If leave is not granted the reason will be included in the notification to the applicant.

(d) Leave taken under this sub-clause will be in addition to the entitlement at 173.1.

174. Examination Leave

174.1 Qualified Employees shall be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications relevant to classifications in this Agreement as approved from time to time by the respective ethical bodies representing the individual Employee.

174.2 The amount of leave to be granted shall be such as to allow the Employee to proceed to the place of examination and, in addition, to allow one clear working day other than a Saturday or a Sunday for pre-examination study if this is so desired.

174.3 Any leave granted under the provisions of this clause shall be exempt from and, in addition, to the provisions of clause 54 (Annual leave).

175. Study leave

175.1 Paid study leave will be available to all Employees employed in full-time and part-time employment at the Employer's discretion.

175.2 Paid study leave may be taken as agreed between the Employer and an Employee by, for example, 4 hours per week, 8 hours per fortnight or blocks of 38 hours at a residential school.

175.3 Employees employed in part-time employment will be entitled to paid study leave on a pro-rata basis

175.4 An Employee wishing to take study leave in accordance with this clause must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:

(a) details of the course and institution in which the Employee is enrolled or proposes to enrol; and

(b) details of the relevance of the course to the Employee's profession.

175.5 The Employer will notify the Employee of whether their request for study leave has been approved within 7 days of the application being made.

175.6 Leave pursuant to this clause does not accumulate from year to year.

176. Health Professionals (Medicare) Study Leave

Health professionals who are eligible (or will be eligible) to claim for Medicare services under the Commonwealth Mental Health Initiative are entitled to an additional 2 days study leave on application to undertake professional development activities. Where there is an operational impediment to accessing the leave at the time of application it may be deferred to a mutually agreed alternate time.

177. Clinical Supervision for Allied Health Professionals (NOT LLEWs)

Introduction

177.1 Clinical supervision is an important mechanism to promote the learning, professional development and wellbeing of Allied Health Professionals, and the delivery of safe, high-quality care to consumers of mental health and wellbeing services.

Description

177.2 Clinical supervision is a process of structured professional support and learning in which Employees are assisted to develop their practice through regular time spent in reflective discussion with experienced and knowledgeable colleagues who are adequately trained in providing clinical supervision.

177.3 Clinical supervision is not a student supervision, line management/operational supervision, a line management tool, counselling, performance management, or a performance review process (and these processes will be conducted separately from clinical supervision). Clinical supervision will not be used as a method of surveillance.

177.4 Clinical supervision will be guided by the *Victorian Allied Health Clinical Supervision Framework* (or successor).

Entitlement

177.5 A maximum of two (2) hours per month of clinical supervision is to be offered to all Employees covered by this section of the Agreement in each discipline (including clinical supervisors). Nothing in this clause prevents an Employee from undertaking group supervision where requested by the employee.

177.6 An Employee may request additional clinical supervision. In deciding whether to approve their request, the Employer will consider the Employee's reasons for requesting the additional supervision and the Employer's operational requirements. This clause does not prevent an Employer offering additional clinical supervision on a as needs basis.

Supervision arrangements

177.7 Clinical supervision will be provided by a clinical supervisor of the Employee's choice, subject to the requirements of this clause, agreement by the proposed supervisor and agreement by the employer. The Employer will not unreasonably refuse to agree. The external source may include existing reciprocal supervision arrangements with other mental health and wellbeing services.

177.8 All clinical supervisors must have received clinical supervision and undertaken clinical supervision training acceptable to the Employer.

177.9

(a) The parties recognise that discipline-specific clinical supervision is considered best practice. It is expected that Social Workers and Occupational Therapists will utilise a discipline-specific clinical supervision option where a suitable option is available. Should a suitable discipline-specific supervisor not be available internally, the employer and employee may agree on an alternative supervision arrangement.

(b) Where there are repeated difficulties in providing options internally for discipline-specific supervision under this subclause, the Employer will consider taking steps to increase such options, which may be internal or external. The steps considered may include training additional staff to deliver clinical supervision or establishing a reciprocal supervision arrangement with another health service(s).

177.10 For Employees classified at Grade 4 or below, the supervisor will be of a higher classification to the employee(s) they are supervising, unless:

(a) the Employee requests to be supervised by an Employee of their grade and that supervisor is agreed by the Employer to be appropriately skilled and experienced; or

(b) the clinical supervision is delivered, by agreement, by an external supervisor not covered by the Agreement.

177.11 Clinical supervision will not be provided by the Employee's line manager/supervisor.

177.12 An Employee may request a change of clinical supervisor at any time.

177.13 Wherever practicable, supervision will be held in person, however an Employee may request an alternative arrangement.

177.14 Supervision will occur on rostered time, at a time mutually agreed between the Employee and Employer.

Supervision training

177.15 Where an Employer and Employee agree for the Employee to become a clinical supervisor, the Employee will be provided access to appropriate clinical supervision training before they start delivering clinical supervision. The particular training undertaken will be agreed between the Employee and Employer. The training will be completed on paid time. Requests from Employees to undertake supervision training will be directed to the Employee's line manager and will be responded to within 14 days.

Access to record of clinical supervisors

177.16 Employer will maintain and make available to Employees a record of trained supervisors who, subject to their availability, are able to provide clinical supervision to Employees.

178. Discipline-specific Supervision (ONLY LLEWs)

178.1 Introduction

Discipline-specific supervision is an important mechanism to promote the learning, professional development and wellbeing of LLEWs Employees and the delivery of safe, high-quality care to consumers of mental health and wellbeing services.

178.2 Description

(a) For the purposes of this clause, discipline-specific supervision is a process of supporting LLEW Employees to develop their practice through regular time spent in reflective discussion with experienced and knowledgeable colleagues who are adequately trained in providing supervision. Discipline-specific supervision for LLEWs includes but is not necessarily limited to reflective supervision, co-reflection and group supervision.

(b) Discipline-specific supervision is *not* student supervision, line management/operational supervision, a line management tool, counselling, performance management, or a performance review process (and these processes will be conducted separately from discipline-specific supervision). Discipline-specific supervision will not be used as a method of surveillance.

(c) Discipline-specific supervision will be guided by the following relevant frameworks:

(i) *Consumer Perspective Supervision: A framework for supporting the consumer workforce*; and

(ii) *Carer Perspective Supervision: A framework for supporting the mental health family/carer Lived and Living Experience workforce*

(or their successors).

178.3 Entitlement

(a) A maximum of two (2) hours per month of discipline-specific supervision is to be offered to all LLEWs Employees (including supervisors).

(b) An Employee may request additional discipline-specific supervision. In deciding whether to approve their request, the Employer will consider the Employee's reasons for requesting the additional supervision and the Employer's operational requirements. This clause does not prevent an Employer offering additional supervision on a as needs basis.

178.4 Supervision arrangements

(a) Supervision may be provided by a LLEWs Employee of the Employee's choice from either within the service or where requested from an external source as determined by agreement between the Employee and the Employer. The external source may include existing reciprocal supervision arrangements with other mental health and wellbeing services. Whether the supervision arrangement is internal or external, it will be delivered by a supervisor who comes from LLEWs.

(b) All Supervisors must have received supervision and undertaken supervision training acceptable to the Employer.

(c) For Employees classified at Grade 3 or below, the internal supervisor will be of a higher classification to the employee(s) they are supervising. Discipline-specific supervision will not be provided by the Employee's line manager/supervisor.

(d) An Employee may request a change of supervisor at any time.

(e) Supervision will occur only on rostered time, at a time mutually agreed between the Employee and Employer. Where the supervision is not available either internally or via and existing reciprocal supervision arrangements with other mental health and wellbeing services or other agreed services (eg The Collective) the Employer will be responsible for meeting the reasonable costs of supervision.

178.5 Supervision training

Where an Employer and Employee agree for the Employee to become a discipline-specific supervisor under this clause 178, the Employee will be provided access to appropriate supervision training before they start delivering supervision. The particular training undertaken will be agreed between the Employee and Employer. The training will be completed on paid time. Requests from Employees to undertake supervision training will be directed to the Employee's line manager and will be responded to within 14 days.

178.6 Access to record of discipline-specific supervisors

Employer will maintain and make available to Employees a record of trained supervisors who, subject to their availability, are able to provide LLEWs supervision to Employees.

SECTION 3 | PART H: CLASSIFICATION AND STAFFING

179. Classifications and wages

179.1 The classification descriptors are set out in Schedule 5 – Classification Definitions Applying to Health Professionals.

179.2 The weekly full-time salaries applicable to each classification during the period that this Section 3 operates are set out in Schedule 2.

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

179.4 Advancement by an Employee through the Experience increments within AHP 1 grades in the classification structure will occur upon the completion by the Employee of each 12-month period calculated from the Employee's commencement in a grade within the AHP 1 classifications, irrespective of whether a 12-month period (or any part) was served as a full-time or part-time Employee, provided that:

(a) an Employee who holds a three-year undergraduate qualification and is required to do a 12-month internship shall be entitled to be classified as or deemed to have been classified as a AHP, grade 2, second year of experience

(b) an Employee who holds a four-year undergraduate qualification will be classified as, or deemed to have been classified as, a AHP, grade 2, second year of experience

(c) an Employee who holds or is qualified to hold the degree of Bachelor of Science Honours, will be entitled to be classified as a AHP, grade 2, second year of experience after qualification

(d) an Employee who holds or is qualified to hold the degree of Master of Science, shall be entitled to be classified as a AHP, grade 2, third year of experience after qualification

(e) an Employee who holds or is qualified to hold the degree of Doctor of Philosophy, shall be entitled to be classified as a AHP, grade 2, fifth year of experience after qualification.

179.5 Entry Level – New Graduate – Rural and Regional Health Services

(a) This clause 179.5 applies to Employees employed in a Rural or Regional Health Service.

(b) An Employee who holds:

(i) a four-year undergraduate qualification; or

(ii) a three-year undergraduate qualification and either holds an Honours degree, or is required to do a 12-month internship

shall be classified as, or deemed to have been classified as, and paid at the rate of AHP Grade 2 3rd year of experience after qualification.

(c) An Employee classified as AHP Grade 2 2nd year of experience shall be reclassified as, or deemed to have been reclassified as, and have their rate of pay adjusted to that of AHP Grade 2 3rd year of experience after qualification. Such Employee will thereafter receive their subsequent incremental increase on the anniversary of their qualification.

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

179.7 Where an Employee moves from one grade to a higher grade and the pay rates at the higher grade are the same or lesser, then the Employee will be paid at the next yearly increment level upon appointment to the new grade.

180. Wages Review

180.1 Gender based undervaluation proceedings

(a) Through proceedings known as the Gender-based Undervaluation – Priority Awards review (AM2024/19 – 23) the Fair Work Commission (Commission) has considered whether identified classifications in five modern awards have been the subject of gender-based undervaluation.

(b) On 16 April 2024 the Commission published a Decision in the matter, which included among other things a finding that the work of health professionals covered by the Health Professionals and Support Services Award 2020 (HPSS Award) has been the subject of gender undervaluation.

(c) In the Decision the Commission also provided provisional views about variations to awards that it considered would be appropriate to remedy the gender-based undervaluation. These views continue to be the subject of further proceedings at the Commission (AM2024/20).

(d) Given the provisional views expressed by the Commission, it is anticipated that an outcome of the gender-based undervaluation review by the Commission will be a decision that requires HPSS Award wage rates to be increased during the life of this Agreement to remedy the gender-based undervaluation (the HPSS Award increase Decision).

180.2 Wage review working group

(a) The parties agree to establish a working group to review Section 3 Employees' wage rates. Discussions are to commence within 14 days of the Commission making a final determination with respect to matter AM2024/20.

(b) The working group must include representatives of HACSU and VHIA (on behalf of Employer).

(c) The working group will be responsible for delivering the following outcomes:

(i) Identifying the impact of the Commission's determination on wage rates in the HPSS Award; and

(ii) Identifying the impact of the Commission's determination on the classification structures and wage rates of Section 3 Employees in this Agreement; and

(iii) Identifying the extent to which the wage rates of Section 3 Employees in this Agreement would need to be adjusted to maintain relativity with the HPSS Award both at the time the Agreement commenced and the time the Decision is delivered

(iv) Identifying all possible options in relation to a gender equity wage uplift for Section 3 Employees, having regard to each of the considerations at clause 180.3; and

(v) Jointly presenting a range of options as identified in clause (iv) to the Victorian Government for consideration and approval.

(d) The working group will be chaired and facilitated by an independent third party agreed by the parties, or where agreement cannot be reached on the independent third party, by a person nominated by the Minister of Mental Health. The working

group will meet on a fortnightly basis to progress the outcomes listed above and agree the review will be completed within 6 months of it commencing.

180.3 Working Group considerations

(a) It is agreed by the parties that the working group will have regard to the following considerations when developing the joint options at 180.2(c)(v)

(i) Employee recruitment and retention

(ii) Relativity with the HPSS Award at both the time the Agreement commenced and the time the HPSS Award Increase Decision was handed down

(iii) Relativity within and between the classification structures for Section 3 Employees as at both the time the Agreement commenced and the time the HPSS Award Increase Decision was handed down

(iv) Career progression

(v) any other wage increases arising from FWC decisions

(vi) Financial implications for Employer and Government.

180.4 Requests for information

(a) The parties agree to the sharing of relevant information that would assist the working party to progress the outcomes listed above. This information will be provided in a timely manner. Relevant information/data may include, but is not limited to, data relating to EFT and headcount of Section 3 Employees.

180.5 Setting of new wage rates

Approved wage rates following review

(a) Subject to the Victorian Government's final approval of one of the presented gender equity wage uplift options for Section 3 Employees following the review, the agreement will be binding on the parties to the Agreement and will apply in lieu of the current wage rates for Section 3 Employees, to the extent it is more beneficial.

180.6 No diminution of entitlements

(a) No Employee will experience a diminution of any entitlements they held immediately before the outcome of this review and subsequent consideration and approval of a Government approved gender equity uplift proposal.

(b) Nothing in this clause 180 is intended to affect the obligations of Employer under s 206 of the FW Act. For the avoidance of doubt, should increases to the Award which exceed Agreement rates take effect before the gender equity wage uplift for section 3 is determined under this clause 180, Employer are required to immediately ensure compliance with such increases as required under s 206 of the FW Act.

180.7 Variation of agreement

The parties will give consideration to formally varying the Agreement in accordance with Part 2-4 of the Act to reflect any approved gender equity uplift for Section 3 Employees which applies in accordance with 180.5(a). For the avoidance of doubt, such a variation is not a requirement and does not otherwise affect the binding nature of the agreement described at 180.5(a).

180.8 Resolution of disputes

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

181. Workload Management for Health Professionals

(a) Adequate numbers of health professionals will be employed to ensure appropriate clinical intervention of the respective disciplines can be delivered in a safe and therapeutic way.

(b) The staffing allocation is to provide sufficient time to enable all Employees to complete all regular organisational commitments, professional development and training and all necessary documentation within the normal shift length.

182. Notification of classification

182.1 The Employer shall notify each Employee in writing on commencement of their classification and terms of employment.

182.2 The Employer shall notify each Employee of any alteration to their classification in writing no later than the operative day of such alteration.

183. Staffing

183.1 Allied Health Educators

Employer are required to appoint Allied Health Educator EFT as per the allocation outlined in Schedule 11.

184. Trainee supervision

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

SECTION 4: SUPPORT SERVICES EMPLOYEES

SECTION 4 | PART A: PRELIMINARY

185. Definitions Specific to Section 4 of this Agreement

185.1 **Base rate of pay** means the rate of pay payable to an Employee in accordance with Schedule 2 for their ordinary hours of work, but not including any incentive-based payments and bonuses, loadings, allowances, overtime, penalty rates or any other separately identifiable amounts.

185.2 **Department Head** means a person responsible for a department or section of the hospital or health service covered by this Agreement.

185.3 **Divisional Director** means a person appointed as such by the Employer.

185.4 **Experience** means experience at any such work in any workplace subject to this Agreement within the last five (5) years, excluding any unpaid leave.

185.5 In Section 4 of the Agreement, allowances shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure, unless otherwise specified.

SECTION 4 | PART B: TYPES OF EMPLOYMENT

186. Dual Part-Time Appointments

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

187. Trainees

187.1 A trainee who performs work in classifications covered by this agreement shall be employed in accordance with the principles outlined in the Memorandum of Understanding (MOU) between the Government of Victoria and the Victorian Trades Hall Council regarding the Government Youth Employment Scheme (now known as the Victoria works for young people program).

187.2 All trainees and apprentices will be engaged under an appropriate state or federal traineeship scheme and paid no less than the applicable trainee or apprentice rates base rate under the relevant Modern Award.

SECTION 4 | PART C: WAGES AND RELATED MATTERS

188. Staffing Levels

The parties are committed to maintaining adequate staffing levels in order to promote an appropriate working environment for staff and ensure adequate levels of patient care.

189. Experience Payments

The experience payments in Schedule 2 (as it applies to Support Services Employees) shall be added to the ordinary time rates of pay and paid for all purposes for all Employees, other than:

(a) Qualified interpreters/translators who are eligible for payment of the Interpreters Allowances in accordance with clause 48.

190. Supported Wage System for Employees with a Disability

Schedule D of the Health Professionals and Support Services Award 2010 (MA000027) defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of the award.

SECTION 4 | PART D: ALLOWANCES AND REIMBURSEMENTS

191. Childcare Reimbursement

191.1 Where Employees are required by the Employer to work outside their ordinary rostered hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, other than recall when rostered on-call, the Employee shall be reimbursed for reasonable childcare expenses incurred.

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

192. In Charge Allowances

192.1 An Employee shall be paid an In-charge Allowance where they are appointed or delegated to exercise control over other Employees, as follows:

Extent of control:	**% Allowance**
In charge of 1 to 9 other Employees	7%
In charge of 10 to 29 other Employees	10%
In charge of 30 or more Employees	15%

192.2 Provided that clause 192.1 does not apply to the following classifications of Employee:

(a) General Service Supervisor

(b) Food Services Supervisor

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

192.4 The In-Charge Allowance shall be additional to any other allowance to which the Employee is entitled under Section 4.

193. Meal Allowances

193.1 Where an Employee is required to work overtime Monday to Friday (inclusive) for more than one hour after the usual finish time, or in the case of shift workers when the overtime exceeds one hour, or on a Saturday/Sunday for more than 5 hours, the Employer shall either supply the Employee with an adequate meal or pay a meal allowance.

193.2 Where such overtime exceeds 4 hours Monday to Friday (inclusive), or 9 hours on a Saturday/Sunday, the Employer shall either supply the Employee with a further adequate meal or pay a further meal allowance.

193.3 The provisions of clause 193.1 and clause 193.2 shall not apply where the Employee could reasonably return home for a meal within the period allowed.

193.4 The meal allowances payable over the life of this Agreement are set out in Schedule 2.

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

194. Nauseous Work Allowance

194.1 Employees shall be paid a Nauseous Work Allowance pursuant to Schedule 2 for all time during which they are engaged in handling linen of a nauseous nature, other than linen sealed in airtight containers.

194.2 The Allowance shall be paid to an Employee in any classification for work that is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification. Provided that, an Employee who is paid the nauseous work allowance prescribed in clause 194.1, shall not be entitled to be paid an allowance under clause 194.2 for the same work.

194.3 The nauseous work allowance is payable per hour, or part thereof, in addition to the rates prescribed elsewhere in Section 4. The weekly allowance is the minimum amount payable for work performed in any week.

194.4 The rounding provision does not apply to the calculation of the hourly rate of this allowance.

195. Shift Work Allowances

195.1 Definitions

In this clause 195:

(a) Morning shift means any shift that commences between 6:00 p.m. and 6:30 a.m.

(b) Afternoon shift means any shift that finishes between 6:00 p.m. and 8:00 a.m.

(c) Night shift means any shift that finishes on the day after commencing duty or commences after midnight and before 5:00 a.m.

(d) Sunday night shift means a shift worked by a full-time or part-time Employee that commences on Sunday and concludes on Monday.

(e) Permanent night shift Employee means an Employee permanently working on any such rostered hours of ordinary night duty for any period in excess of four consecutive weeks.

195.2 Application

(a) Where a shift meets more than one definition as set out in 195.1, the Employee be paid one shift allowance only, with the higher shift allowance where the rates differ.

195.3 Shift Allowances

In addition to any other rates prescribed elsewhere in this Agreement, the Employee will receive the following allowances where an Employee works:

(a) A Morning Shift, an allowance set out in Schedule 2 per rostered period of duty

(b) An Afternoon Shift, an amount set out in Schedule 2 per rostered period of duty

(c) A Temporary Night Shift

  (i) In the case of a casual Employee, the amount referred to as the Casual Night Shift Allowance in Schedule 2 per period of duty.

  (ii) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Weekday Night Duty' for each period of duty commencing on a Monday, Tuesday, Wednesday or Thursday'.

  (iii) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Fri/Sat Night Duty' for each period of duty commencing on a Friday or Saturday.

(iv) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Sun Night Duty' for each period of duty commencing on a Sunday.

(d) A Permanent Night Shift

(i) In the case of a casual Employee, the amount referred to as the Casual Night Shift Allowance in SCHEDULE 2 per period of duty.

(ii) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Weekday Night Duty' for each period of duty commencing on a Monday, Tuesday, Wednesday or Thursday'.

(iii) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Fri/Sat Night Duty' for each period of duty commencing on a Friday or Saturday.

(iv) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Sun Night Duty' for each period of duty commencing on a Sunday.

196. Multi-Skilling Allowance – Patient Services Assistants

196.1 An annual allowance at the rate prescribed in the table below will be paid to all employees classified as Patient Services Assistant (pro-rata for part-time employees, excluding casuals and Employees who are on unpaid leave on the date the payment falls due), in recognition of the need to work flexibly and perform incidental and peripheral duties across multiple disciplines, roles and areas within the provision of patient (and related) services. The rate of Multi-Skilling Allowance will be as follows:

Rate of Allowance	Effective from FFPPOA
$500	Each Year thereafter: 13 April of that year

197. Tool Allowance

197.1 Employees who are classified as chefs and cooks under **Error! Reference source not found.** of this Agreement, who are not supplied with the necessary tools to perform their duties by the Employer, shall be paid a Tool Allowance per week pursuant to Schedule 2.

197.2 The Tool Allowance is compensation for the supply and maintenance of tools.

197.3 The rounding provision does not apply to the calculation of this allowance.

198. Travelling Allowances

198.1 When an Employee is travelling whilst on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect of fares, meals and accommodation will be met by the Employer on production of receipted accounts, or other evidence acceptable to the Employer.

198.2 An Employee shall not be entitled to reimbursement for work-related travelling expenses that exceed the mode of transport, meals or the standard of accommodation agreed for the purpose with the Employer.

SECTION 4 | PART E: HOURS OF WORK AND RELATED MATTERS

199. Accrued Days Off

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

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

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

199.4 Taking of ADOs

Wherever practicable, an ADO will be on the date requested by the Employee.

199.5 Public Holidays and Accrued Days Off

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

200. Higher Duties

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

200.2 Employees who are engaged for more than one hour in duties carrying a higher rate than their ordinary classification, shall be paid the higher rate of pay for the full day or shift. If such Employee is engaged in higher duties for one hour or less, they are only entitled to payment at the higher rate for the time actually worked.

201. Hours of Work

201.1 The ordinary hours of work for a full-time Employee shall be 38 hours, or an average of 38 hours, per week.

201.2 For the purposes of clause 201.1, the ordinary hours an Employee works in a week are taken to include any hours of authorised leave, or absence, whether paid or unpaid, that the Employee takes in a week.

201.3 The working week shall commence at midnight on a Sunday.

201.4 Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift shall be continuous.

201.5 The hours for an ordinary weeks work shall be 38 or be an average of 38 per week in a fortnight, or in a four-week period or by mutual agreement, in a five-week period in the case of an Employee working ten-hour shifts and shall be worked either:

(a) in 5 days in shifts of not more than 8 hours each; or

(b) in a fortnight of 76 hours in 10 shifts of not more than 8 hours each; or

(c) in a four-week period of 152 hours in 19 shifts of not more than 8 hours each; or

(d) by mutual agreement:

(i) in weeks of four days in shifts of not more than 10 hours each; or

(ii) in a fortnight of 76 hours in eight shifts of not more than ten hours each.

201.6 Any Employee required to work more than six consecutive periods of duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of triple time until they have been given 24 hours off duty.

202. Make Up Time

An Employee may elect, with the consent of the Employer, to work make up time under which the Employee takes time off during ordinary hours and works those hours at ordinary time rate at a later, during the spread of ordinary hours.

203. Meal Breaks

203.1 An Employee shall not be required to work more than 5 hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes.

203.2 Meal breaks shall not be regarded as time worked.

203.3 Night Duty

(a) Employees who are not relieved from night duty (and on-call) during the rostered meal break shall be granted a meal break of not less than 20 minutes, to be commenced after completing three hours and not more than five hours of duty. Such meal break will be counted as time worked.

(b) The arrangement in clause 203.3(a) may also be adopted in any case where there is mutual agreement between the Employer and Employee.

204. Minimum Engagement

204.1 Each Employee shall be paid a minimum of three (3) hours per engagement, with the exception of Employees eligible for payment of overtime in accordance with clause 206 (Overtime) of Section 4.

204.2 No Employee shall be paid less than the minimum hours of engagement.

205. On-Call/Recall

205.1 The Employer shall pay an on-call allowance to Employees who are required to be on call.

205.2 On-call Allowance

(a) An Employee rostered to be on-call will be paid the 'on-call allowance' set in Appendix 2 per 12-hour period or part thereof commencing with the following rates:

(i) Monday to Friday – as per SCHEDULE 2.

(ii) Saturday – as per Schedule 2

(iii) Sunday or public holiday – as per SCHEDULE 2; and

(iv) Weekend public holiday – as per SCHEDULE 2.

(b) The telephone allowance in the 2020 Agreement does not apply from FFPPOA 1 November 2025 and has been included in the rates at 205.2(a) above.

(c) An Employee rostered to be on-call for a period spanning two days over which two different on-call allowances apply will receive a payment which is equal to the allowance payable for the day attracting the higher allowance.

205.3 Recall

(a) Any period of overtime involving a recall to duty during an off-duty period, and which is not continuous with the next succeeding rostered period of duty, shall be paid at a minimum of three hours at the appropriate overtime rate.

205.4 Additional provisions

(a) When recall work is necessary, it should be so arranged that Employees have at least 10 hours off duty between successive shifts.

(b) An Employee, other than a casual, who works so much overtime between the termination of their previous rostered shift an the commencement of their next rostered shift, that they would not have a 10-hour break shall be released after completion of such recall worked until they have had a 10-hour break. The Employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.

(c) If, on the instructions of the Employer, an Employee resumes or continues work without having had a 10-hour break in accordance with clause 205.4(b), they shall be paid at the rate of double time until they are released from duty for such rest period. The Employee shall then be entitled to be absent until they have had a 10-hour break. The Employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.

205.5 Transport following Recall

(a) Where an Employee finishes a period of recall at a time when reasonable means of transport are not available for them to return to their place of residence, the Employer shall provide adequate transport free of charge.

205.6 The on-call allowances are calculated at the rate of 2.5% of the “Patient Services Assistant Level 2” rate of pay pursuant to Schedule 2.

206. Overtime

206.1 Where an Employee is required to work reasonable additional hours, they shall be entitled to payment of overtime in accordance with the provisions of this clause.

206.2 Only authorised overtime shall be paid for, and the following rates of overtime shall apply.

206.3 Employees shall be paid at the rate of:

206.4 time and one half for the first two hours and double time thereafter for hours worked in excess of the number of hours fixed as a day’s, week’s or a fortnight’s work, as the case may be

206.5 double time for overtime outside a spread of 12 hours from the commencement of the last previous rostered period of duty, provided that the overtime is not continuous with the next succeeding period of duty

206.6 time and one half for overtime outside a spread of 9hours from the time of commencing work by an Employee rostered to work broken shifts; and

206.7 double time for overtime outside a spread of 12 hours from the time of commencing work by an Employee rostered to work broken shifts.

206.8 Overtime shall be so arranged that, where reasonably practicable, the Employee who performs overtime shall have 10 consecutive hours off duty between the work of successive periods of duty.

206.9 In addition to clause 206.4 above, an Employee, other than a casual, who works so much overtime between the end of their agreed ordinary hours of duty and the start of their next succeeding period of duty that they would not have a 10-hour break between those times, shall be released after completion of such overtime worked until they have had a 10-hour break, without loss of pay for ordinary hours occurring during such absence.

206.10 If on the instructions of the Employer such an Employee resumes or continues work without having had ten consecutive hours off duty the Employee shall be paid at the rate of double time until they are released from duty for such rest period and the Employee shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

206.11 In the event of any Employee finishing any period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer shall provide adequate transport free of cost to the Employee.

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

206.13 Transport following overtime

(a) Where an Employee finishes a period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer will provide adequate transport free of cost to the Employee.

(b) Where overtime is a result of a double shift, the provisions at subclause 206.14 below (Additional Provisions for Double Shifts) also apply.

206.14 Additional Provisions for Double Shifts

If an Employee works a double shift (which should only occur in emergency circumstances) the following will apply to mitigate the risk of fatigue and clinical error:

(a) allow breaks of at least 10 minutes' duration in each two hours worked; and

(b) adequate transport will be provided free of cost to the Employee, including the return journey where the Employee's vehicle remains at the workplace.

207. Overtime in Lieu

207.1 An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.

207.2 Overtime taken as time off during ordinary time hours shall be taken at the penalty time rate. That is, one- and one-half hours off or two hours off, as the case may be, for each overtime hour worked.

207.3 An Employer shall provide payment at the appropriate overtime rate where time off in lieu has not been taken within four (4) weeks of accrual.

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

208. Reasonable Additional Hours

208.1 Subject to clause 208.2, an Employer may require an Employee to work reasonable additional hours at the appropriate overtime rate as defined in clause 206 (Overtime) of this Part E.

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

(a) any risk to Employee health and safety arising from the additional hours

(b) the Employee's personal circumstances, including family responsibilities

(c) the needs of the workplace or enterprise in which the Employee is employed

(d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours

(e) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it

(f) the usual patterns of work in the industry, or the part of the industry, in which the Employee works

(g) the nature of the Employee's role, and the Employee's level of responsibility

(h) whether the additional hours are in accordance with an averaging arrangement agreed to by the Employer and Employee under clause 201 (Hours of Work); and

(i) any other relevant matter.

209. Rest Breaks

209.1 Employees shall be entitled to a 10-minute rest break in each four hours worked, or part thereof being greater than one hour.

209.2 Rest breaks shall be taken at a time suitable to the Employer and shall be counted as time worked.

210. Rosters

210.1 A roster of at least 28 days' duration shall be posted at least 28 days before it comes into operation at each work location in a place where it may be readily seen by such Employees and the Secretary or other accredited representative of HACSU.

210.2 This 28-day roster provision will operate from the next roster cycle commencing 3 months after the commencement of this Agreement

210.3 Roster Requirements

(a) Rosters will set out:

(i) the Employees' daily ordinary working hours

(ii) Starting and finishing time

(iii) Meal intervals.

(b) Provide an Employee who works 0.8 EFT or more with two consecutive days off per week. Nothing in this subclause (b) is intended to:

(i) restrict an Employee requesting single days off, including as a self-rostering request; or

(ii) prevent an Employee who works 0.8 EFT or more from having a single day off rostered where they also have consecutive days off rostered that week.

(c) From the commencement of the Agreement, an Employer may use an alternative method to record meal interval allocations outlined in 210.3(a)(iii) if the electronic roster system being used is unable to accommodate its inclusion. This will be located in each work location where it can be readily accessible seen by such Employees and/or other representatives of the Union(s) to ensure compliance with meal break provisions, for a period of no less than 6 years.

(d) Where an Employee works a set Monday to Friday arrangement of hours without change, then no roster is required to be established.

210.4 Change of roster

(a) Where the Employer requires an Employee, without seven (7) days' notice and outside the expected circumstances in clause 210.4 above, to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked plus a daily change of roster allowance pursuant to Schedule 2[Schedule 2] (as it applies to Support Services Employees).

(b) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the Change of Roster allowance for the additional shift(s) worked.

(c) The Change of Roster allowance in clause 210.4 is calculated at a rate of 2.5% of the weekly wage rate payable for the "Patient Services Assistant Level 2" classification pursuant to Schedule 2.

210.5 An Employee may apply in writing to the Employer to have their roster fixed by the provisions of clause 210.6 below in lieu of clauses 210.1 to 210.4 above.

210.6 Rosters shall be fixed by mutual agreement, subject to the provisions of this Part.

210.7 An Employee may repudiate a request made under clause 210.5 at any time, by giving written notice to the Employer. In such a case the roster of the Employee shall be determined according to clauses 210.1 to 210.4 from the commencement of the next full roster period, being not less than five (5) clear days after such repudiation is received in writing by the Employer.

210.8 Rosters will be drawn up so as to provide at least eight (8) hours between successive periods of ordinary duty.

210.9 Rosters which include work on public holiday

(a) Employer must implement a policy or procedure for the issuance and finalisation of rosters which cover the performance of work on a public holiday under the Act.

(b) The policy / procedure referenced at subclause 210.9(a) above should:

(i) set out the process for an Employee to request not to work on a public holiday they are requested to work; and

(ii) set out the process for the Employer to provide a written response to an Employee's request not to work on a public holiday they are requested to work

(c) An Employer who receives a request under subclause 210.9(b) 127.9(b)(i) must accept that request unless the Employer determines that the refusal is not reasonable in the circumstances. The factors an Employer must consider when determining whether a request is not reasonable include:

(i) whether the Employee has clearly explained a reason for refusing to work on the relevant public holiday

(ii) the nature of the Employer workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee

(iii) the capacity for the Employer to find a replacement Employee to perform the same work

(iv) the Employee's personal circumstances (including family responsibilities) to the extent that those circumstances have been disclosed to the Employer

(v) whether the Employee could reasonably have expected the Employer to request that they work on the public holiday(s)

(vi) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects expectation of, work on the public holiday(s)

(vii) the type of employment of the Employee (e.g. whether full-time, part-time, casual or shiftwork)

(viii) the amount of notice in advance of the public holiday given by the Employer when making the request

(ix) the amount of notice in advance of the public holiday given by the Employee when refusing the request

(x) the number of public holidays the Employee has previously worked and been required to work in recent roster durations; and

(xi) any other relevant matter.

(d) Where the Employer has requested an Employee to work any public holiday(s) and either:

(i) the Employee has not made a request not to work the public holiday in accordance with the policy or procedure referenced at subclause 210.9(b) above; or

(ii) the Employer has determined that a request was not reasonable (taking into account the factors in subclause 210.9(c),

the Employer may require the Employee to work on the relevant public holiday(s).

211. Unplanned Absences

211.1 The Employer agrees to replace staff on planned or unplanned absences, where practicable.

211.2 The Employer will endeavour to maximise the use of permanent, full-time and part-time Employees to replace staff on planned and unplanned absences.

211.3 The engagement of casual Employees will be in accordance with the spirit and intent of clause 26.4 of this Agreement (casual employment).

211.4 Where additional shifts are required to replace unplanned absences, the Employer will give preference to existing part-time Employees to work such shifts. If this is not possible, the Employer may use casual Employees as an interim measure, in classifications where casuals are available.

211.5 Agency staff should only be used for unexpected absences, such as sick leave, where the Employer is unable to replace the Employee with either part-time or casual Employees.

211.6 In the event that particular staffing issues are identified at individual health care facilities the Employer agree to consult with Employees and the Union in relation to any matters raised, under the existing consultative arrangements.

212. Wash-Up Time

Where necessary, an Employee shall be entitled to cease work ten minutes before their rostered finishing time to enable the Employee to wash or to change their clothes.

213. Saturday and Sunday Work

213.1 All rostered time of ordinary duty performed between midnight on Friday and Midnight on Sunday shall be paid for at the rate of time and one half.

213.2 Where the Saturday or Sunday work involves:

(a) work in excess of the prescribed rostered hours, such work will be paid for at the rate of double time; and

(b) work performed by a worker of broken shifts outside a spread of nine (9) hours from the time of commencing work shall be paid for at the rate of time and three-quarters; and

(c) work performed by a worker of broken shifts outside a spread of twelve (12) hours from the time of commencing work shall be paid for at the rate of double time.

214. Shiftwork

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

214.2 Change of Shift Allowance

(a) An Employee who changes from working on one shift to working on another shift, the time of commencement of which differs by four hours or more than from that of the first, shall be paid a change of shift allowance equal to 4% of the relevant base rate on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

(b) Notwithstanding the provisions of clause 214.2(a) above, the change of shift allowance is not payable where the Employer agrees to a request in writing made on behalf of one or more Employees for changes in shifts.

(c) Change of shift allowance is not payable where a single Employee holds two contemporaneous different contracted positions with the same Employer and moving between those positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment.

SECTION 4 | PART F: LEAVE AND PUBLIC HOLIDAYS

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SECTION 4 | PART G: EDUCATION AND PROFESSIONAL DEVELOPMENT

215. Study Leave

215.1 Employee will be entitled to four (4) hours paid study leave per week up to a maximum of 26 weeks per annum, where undertaking study at Australian Qualification Framework Level 3 or above with an education institution or approved provider.

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

215.3 A part-time Employee shall be entitled to paid study leave on a pro-rata basis.

215.4 An Employee wishing to take study leave must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:

(a) details of the course and institution in which the Employee is enrolled, or proposes to enrol; and

(b) details of the relevance of the course to the Employee's profession.

215.5 The Employer will notify the Employee of whether or not their request for study leave has been approved within 7 days of the application being made.

215.6 Where the course of study is of relevance to the Employee's employment, the Employer shall not withhold consent.

215.7 Where the number of staff seeking to take study leave at any one time causes operational difficulties, the Employer and Employee(s) concerned shall seek to reach agreement at a local level about the timeframe in which the leave is taken.

215.8 In all circumstances, the leave will be made available to the Employee(s) in the year in which application is made.

215.9 Any dispute arising under this clause 215 shall be resolved in accordance with the Dispute Settling Procedures.

215.10 Paid study leave pursuant to this clause does not accumulate from year to year.

216. Staff Appraisal

216.1 Where a system of staff appraisal does not currently exist at a workplace, the Employer may implement a performance appraisal process and the Employees will participate in that process, provided that:

(a) the Employer first consults at the local level with staff and/or their union or other representative over a framework for the staff appraisal process it is seeking to introduce

(b) the staff appraisal process is not used as a disciplinary tool

(c) the staff appraisal process is intended to allow genuine feedback by both the Employer and Employee; and

(d) the outcomes of the review are documented and confirmed and a written copy of the outcomes in given to the Employee

217. Literacy and Numeracy

The parties agree to establish a process to improve the literacy and numeracy skills of Employees so that each person can more fully participate in those areas of the workplace that are relevant to the Employee and the health service.

SECTION 4 | PART H: OTHER RESOURCES

218. Uniforms and Protective Clothing

218.1 Where an Employee is required to wear a uniform or any special clothing, the Employer will supply such uniform at no cost to the Employee and will replace it where necessary on a fair 'wear and tear' basis.

218.2 Employees shall be paid a uniform allowance in accordance with Schedule 2 for purchasing uniform and special clothing, where they are not provided by the Employer under clause 218.1. The uniform allowance is payable for all absences on paid leave, other than absences on long service leave and sick leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate payable is the average of the allowance paid during the four weeks immediately preceding the taking of leave.

218.3 Uniforms and special clothing provided in accordance with clause 218.1 and clause 218.2 shall remain the property of the Employer.

218.4 Where Employees are responsible for laundering uniforms and special clothing, the Employer shall pay the laundry allowances set out in the rates table in Schedule 2. The Employee will be paid a laundry allowance per day or part thereof on duty, or an allowance per week, whichever is the lesser amount. The laundry allowance is not payable for absences of any kind.

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

218.6 The rounding provision does not apply to the calculation of this allowance.

219. Amenities

219.1 Dressing rooms, rest rooms, bathrooms or shower rooms and lunchrooms shall be provided for non-resident Employees.

219.2 Suitable, healthy accommodation shall be provided for resident Employees.

SECTION 4 | PART I: CLASSIFICATION AND STAFFING

220. Classifications

220.1 The Employer shall classify all Employees in accordance with the classification structure set out in of this Agreement.

220.2 The Employer shall notify each Employee in writing upon commencement, of their classification and terms of employment.

220.3 The Employer shall notify each Employee of any alteration to their classification in writing not later than the operative date of such change.

SECTION 5: MANAGEMENT AND ADMINISTRATIVE WORKERS

SECTION 5 | PART A: PRELIMINARY

221. Definitions Specific to Section 5 of this Agreement

221.1 Base rate of pay means the rate of pay payable to an Employee in accordance with Schedule 2 for their ordinary hours of work, but not including any incentive-based payments and bonuses, loadings, allowances, overtime, penalty rates or any other separately identifiable amounts.

221.2 Department Head means a person responsible for a department or section of the hospital or health service covered by this Agreement.

221.3 Divisional Director means a person appointed as such by the Employer.

221.4 Experience means experience at any such work in any workplace subject to this Agreement within the last five (5) years, excluding any unpaid leave.

SECTION 5 | PART B: WAGES AND RELATED MATTERS

222. Clause not used

223. Supported Wage System for Employees with a Disability

223.1 Schedule D of the Health Professionals and Support Services Award 2010 (MA000027) defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of the award.

SECTION 5 | PART C: ALLOWANCES AND REIMBURSEMENTS

224. Meal Allowances

224.1 Where an Employee is required to work overtime Monday to Friday (inclusive) for more than one hour after the usual finish time, or in the case of shift workers when the overtime exceeds one hour, or on a Saturday/Sunday for more than 5 hours, the Employer shall either supply the Employee with an adequate meal or pay a meal allowance.

224.2 Where such overtime exceeds 4 hours Monday to Friday (inclusive), or 9 hours on a Saturday/Sunday, the Employer shall either supply the Employee with a further adequate meal or pay a further meal allowance.

224.3 The provisions of clause 224.1 and clause 224.2 shall not apply where the Employee could reasonably return home for a meal within the period allowed.

224.4 The meal allowances payable over the life of this Agreement are set out in Schedule 2.

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

225. Shift Work Allowances

225.1 Definitions

In this clause 225:

(a) Morning shift means any shift that commences between 6:00 p.m. and 6:30 a.m.

(b) Afternoon shift means any shift that finishes between 6:00 p.m. and 8:00 a.m.

(c) Night shift means any shift that finishes on the day after commencing duty or commence after midnight and before 5:00 a.m.

(d) Sunday night shift means a shift worked by a full-time or part-time Employee that commences on Sunday and concludes on Monday.

(e) Permanent night shift Employee means an Employee permanently working on any such rostered hours of ordinary night duty for any period in excess of four consecutive weeks.

225.2 Application

Where a shift meets more than one definition as set out in 225.1, the Employee be paid one shift allowance only, with the higher shift allowance where the rates differ.

225.3 Shift Allowances

In addition to any other rates prescribed elsewhere in this Agreement, the Employee will receive the following allowances where an Employee works:

(a) A Morning Shift, an allowance set out in Schedule 2 per rostered period of duty

(b) An Afternoon Shift, an amount set out in Schedule 2 per rostered period of duty

(c) A Temporary Night Shift

  (i) In the case of a casual Employee, the amount referred to as the Casual Night Shift Allowance in Schedule 2 per period of duty.

(ii) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Weekday Night Duty' for each period of duty commencing on a Monday, Tuesday, Wednesday or Thursday'.

(iii) In case of a non-casual Employee, the amount referred to in Schedule 2 as ‘Fri/Sat Night Duty’ for each period of duty commencing on a Friday or Saturday.

(iv) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Sun Night Duty' for each period of duty commencing on a Sunday.

(d) A Permanent Night Shift

(i) In the case of a casual Employee, the amount referred to as the Casual Night Shift Allowance in Schedule 2 per period of duty.

(ii) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Weekday Night Duty' for each period of duty commencing on a Monday, Tuesday, Wednesday or Thursday.

(iii) In case of a non-casual Employee, the amount referred to in Schedule 2 as ‘Fri/Sat Night Duty’ for each period of duty commencing on a Friday or Saturday.

(iv) In case of a non-casual Employee, the amount referred to in Schedule 2 as 'Sun Night Duty' for each period of duty commencing on a Sunday.

225.4 Change of Shift Allowance

(a) Provided further that in the case of an Employee who changes from working on one shift to working on another shift, the time of commencement of which differs by four hours or more than from that of the first, shall be paid the '**Change of Shift Allowance'** in Schedule 2 on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

(b) Notwithstanding the provisions of clause 225.4(a) above, the change of shift allowance is not payable where the Employer agrees to a request in writing made on behalf of one or more Employees for changes in shifts.

(c) Change of shift allowance is not payable where a single Employee holds two contemporaneous different contracted positions with the same Employer and moving between those positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment.

226. Removal Expenses

226.1 Where an Employee is required to transfer to an alternate work location that is more than 48 kilometres from the place where the Employee has been employed for a period of at least two years, such Employee shall be reimbursed reasonable removal expenses by the Employer to which the Employee transfers

226.2 Provided that in the case of a transfer where an Employee is required by their new Employer to reside at a distance less than 50 kilometres from their former residence the Employee shall not be reimbursed reasonable removal expenses.

227. Travelling Allowances

227.1 Should an Employee be required to use their own vehicle for transport from home to place of work and return outside of normal hours, the Employee is to receive the allowance as set out in clause 43.

227.2 An Employee who is recalled to the workplace for any purpose shall be either provided with appropriate transport for the outward and return journeys with the cost met by their Employer or where the Employee uses their own vehicle for transport

from home to place of work and return the Employee is to receive the allowance as set out in clause 43.

227.3 Where an Employee is required to travel during ordinary hours for work-purposes, they shall be provided either with appropriate transport by their Employer or if the Employee agrees to use their own motor vehicle, they shall be paid the vehicle allowances set out in clause 43.

227.4 An Employee required to travel on business in the performance of their duties shall be reimbursed all reasonable travelling expenses necessarily incurred.

SECTION 5 | PART D: HOURS OF WORK AND RELATED MATTERS

228. Accrued Days Off

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

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

228.3 Taking of ADOS

Wherever practicable, an ADO will be on the date requested by the Employee.

228.4 Public holidays and Accrued Days Off

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

229. Higher Duties

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

229.2 Employees who are required to assume the duties of an Employee on a higher classification for a period of five consecutive working days or more shall be paid not less than the minimum rate for the classification of the Employee being relieved, for the period of higher duties.

230. Hours of Work

230.1 The ordinary hours of work for a full-time Employee shall be 38 hours, or an average of 38 hours, per week.

230.2 For the purposes of clause 230.1, the ordinary hours an Employee works in a week are taken to include any hours of authorised leave, or absence, whether paid or unpaid, that the Employee takes in a week.

230.3 The working week shall commence at midnight on a Sunday.

230.4 Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift shall be continuous.

230.5 Management and Administrative Officers For Employees classified under Schedule 7 of this Agreement the ordinary hours of work shall be worked either:

(a) in 5 days of shifts of not more than 8 hours each; or

(b) by mutual agreement:

(i) in weeks of four days in shifts of not more than 10 hours each; or

(ii) in some other averaging arrangement, provided that the length of any ordinary day does not exceed ten hours, and that not more than 50 ordinary hours is worked in any one week.

231. Meal Breaks

231.1 An Employee shall not be required to work more than 5 hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes.

231.2 Meal breaks shall not be regarded as time worked.

231.3 Night Duty

By mutual agreement between the Employer and Employee, Employees who are not relieved from night duty (and on-call) during the rostered meal break will be granted a meal break of not less than 20 minutes, to be commenced after completing three hours and not more than five hours of duty. Such meal break will be counted as time worked.

232. Minimum Engagement

232.1 Each Employee shall be paid a minimum of three (3) hours per engagement, with the exception of Employees eligible for payment of overtime in accordance with clause 235 (Overtime) of Section 5.

232.2 No Employee shall be paid less than the minimum hours of engagement.

233. Rosters

233.1 Where an Employee works a set arrangement of hours without change, then no roster is required to be established.

233.2 A roster of at least 28 days' duration shall be posted at least 28 days before it comes into operation at each work location in a place where it may be readily seen by such Employees and the Secretary or other accredited representative of HACSU.

233.3 This 28 day roster provision will operate from the next roster cycle commencing 3 months after the commencement of this Agreement.

233.4 Roster Requirements

(a) Rosters will set out:

(i) The Employees' daily ordinary working hours

(ii) Starting and finishing time

(iii) Meal intervals hours of work, start times, finish times and meal intervals.

(b) Provide an Employee who works 0.8 EFT or more with two consecutive days off per week. Nothing in this subclause (b) is intended to:

(i) restrict an Employee requesting single days off, including as a self-rostering request; or

(ii) prevent an Employee who works 0.8 EFT or more from having a single day off rostered where they also have consecutive days off rostered that week.

(c) An Employer may use an alternative method to record meal interval allocations outlined in 233.4(iii) if the electronic roster system being used is unable to accommodate its inclusion. This will be located in each work location where it can be readily accessible seen by such Employees and/or other representative of the Union(s) to ensure compliance with meal break provisions, for a period of no less than 6 years.

233.5 Rosters which include work on public holiday

(a) Employer must implement a policy or procedure for the issuance and finalisation of rosters which cover the performance of work on a public holiday under the Act.

(b) The policy/procedure referenced at subclause 233.5(a)above should:

(i) set out the process for an Employee to request not to work on a public holiday they are requested to work; and

(ii) set out the process for the Employer to provide a written response to an Employee's request not to work on a public holiday they are requested to work

(c) An Employer who receives a request under subclause 233.5(b)(i) must accept that request unless the Employer determines that the refusal is not reasonable in the circumstances. The factors an Employer must consider when determining whether a request is not reasonable include:

(i) whether the Employee has clearly explained a reason for refusing to work on the relevant public holiday

(ii) the nature of the Employer workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee

(iii) the capacity for the Employer to find a replacement Employee to perform the same work

(iv) the Employee's personal circumstances (including family responsibilities) to the extent that those circumstances have been disclosed to the Employer

(v) whether the Employee could reasonably have expected the Employer to request that they work on the public holiday(s)

(vi) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects expectation of, work on the public holiday(s)

(vii) the type of employment of the Employee (e.g. whether full-time, part-time, casual or shiftwork)

(viii) the amount of notice in advance of the public holiday given by the Employer when making the request

(ix) the amount of notice in advance of the public holiday given by the Employee when refusing the request

(x) the number of public holidays the Employee has previously worked and been required to work in recent roster durations; and

(xi) any other relevant matter.

(d) Where the Employer has requested an Employee to work any public holiday(s) and either:

(i) the Employee has not made a request not to work the public holiday in accordance with the policy or procedure referenced at subclause 233.5(b)) above; or

(ii) the Employer has determined that a request was not reasonable (taking into account the factors in subclause 233.5(c)

the Employer may require the Employee to work on the relevant public holiday(s).

234. On-Call/Recall

234.1 The Employer shall pay an on-call allowance to Employees who are required to be on call.

234.2 Oncall Allowance

(a) An Employee rostered to be on-call will be paid the 'on-call allowance' set in Appendix 2 per 24-hour period or part thereof commencing with the following rates:

(i) Monday to Friday – as per SCHEDULE 2.

(ii) Saturday – as per SCHEDULE 2

(iii) Sunday or public holiday – as per SCHEDULE 2; and

(iv) Weekend public holiday – as per SCHEDULE 2.

(b) The telephone allowance in the 2020 Agreement does not apply from FFPPOA 1 November 2025 and has been included in the rates at 234.2(a) above.

(c) An Employee rostered to be on-call for a period spanning two days over which two different on-call allowances apply will receive a payment which is equal to the allowance payable for the day attracting the higher allowance.

234.3 Recall

(a) Where an Employee is recalled to duty during an off-duty period they shall be paid a minimum of three (3) hours at the appropriate rate.

(b) When recall work is necessary, it should be so arranged that Employees have at least 8 hours off duty between midnight and the commencement of the next period of ordinary duty.

(c) An Employee, other than a casual, who works so much overtime between the termination of their previous rostered shift an the commencement of their next rostered shift, that they would not have a 8-hour break shall be released after completion of such recall worked until they have had a 8-hour break. The Employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.

(d) If, on the instructions of the Employer, an Employee resumes or continues work without having had an 8-hour break in accordance with clause 234.3(c), they shall be paid at the rate of double time until they are released from duty for such rest period. The Employee shall then be entitled to be absent until they have had an 8-hour break. The Employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.

235. Overtime

235.1 Where an Employee is required to work reasonable additional hours, they shall be entitled to payment of overtime in accordance with the provisions of this clause.

235.2 Only authorised overtime shall be paid for and the following rates of overtime shall apply:

(a) Employees shall be paid at the rate of:

(i) time and one half for the first two hours and double time thereafter for hours worked in excess of the ordinary agreed hours on a particular day; and

(ii) double time for all overtime worked outside a spread of twelve hours after commencing ordinary duty.

235.3 Transport following overtime

(a) Where an Employee finishes a period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer will provide adequate transport free of cost to the Employee.

(b) Where overtime is a result of a double shift, the provisions at subclause 235.4 below (Additional Provisions for Double Shifts) also apply.

235.4 Additional Provisions for Double Shifts

If an Employee works a double shift (which should only occur in emergency circumstances) the following will apply to mitigate the risk of fatigue and clinical error:

(a) allow breaks of at least 10 minutes' duration in each two hours worked; and

(b) adequate transport will be provided free of cost to the Employee, including the return journey where the Employee's vehicle remains at the workplace.

236. Overtime in Lieu

236.1 An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.

236.2 Overtime taken as time off during ordinary time hours shall be taken at the penalty time rate. That is, one- and one-half hours off or two hours off, as the case may be, for each overtime hour worked.

236.3 An Employer shall provide payment at the appropriate overtime rate where time off in lieu has not been taken within four (4) weeks of accrual.

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

237. Reasonable Additional Hours

237.1 Subject to clause 237.2, an Employer may require an Employee to work reasonable additional hours at the appropriate overtime rate as defined in clause 235 (Overtime) of Section 5.

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

(a) any risk to Employee health and safety arising from the additional hours

(b) the Employee's personal circumstances, including family responsibilities

(c) the needs of the workplace or enterprise in which the Employee is employed

(d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours

(e) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it

(f) the usual patterns of work in the industry, or the part of the industry, in which the Employee works

(g) the nature of the Employee's role, and the Employee's level of responsibility

(h) whether the additional hours are in accordance with an averaging arrangement agreed to by the Employer and Employee under clause 230 (Hours of Work); and

(i) any other relevant matter.

238. Rest Breaks

238.1 Employees shall be entitled to a 10-minute rest break in each four hours worked, or part thereof being greater than one hour.

238.2 Rest breaks shall be taken at a time suitable to the Employer and shall be counted as time worked.

239. Saturday and Sunday Work

239.1 All rostered time of ordinary duty performed between midnight on Friday and Midnight on Sunday shall be paid for at the rate of time and one half.

239.2 Where Employees are required to carry out duties on a Saturday or Sunday in excess of the week's work, such duties will be paid for at the rate of double time.

240. Ward Clerk Staffing

Note: This provision replicates sub-clause 138.4 and is not in addition to those requirements.

240.1 Acute Inpatient Units

(a) The parties are committed to maintaining adequate staffing levels in order to promote an appropriate working environment for staff and ensure adequate levels of patient care.

(b) Ward Clerk Staffing

(i) An Employer will appoint sufficient ward clerks so that one ward clerk is rostered on each Acute Inpatient Unit 7 days of the week. The shift length will be a minimum of 8 hours long.

(ii) A Ward Clerk may be required to undertake additional clerical related duties within their base Acute Inpatient Unit or be redeployed during the shift to another acute inpatient unit within the campus to assist with workload.

SECTION 5 | PART E: LEAVE AND PUBLIC HOLIDAYS

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SECTION 5 | PART F: EDUCATION AND PROFESSIONAL DEVELOPMENT

241. Study Leave

241.1 Paid study leave will be available to full-time and part-time Employees of up to 4 hours per week for 26 weeks per annum, at the Employer's discretion.

241.2 Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 9 hours per fortnight or blocks of 38 hours at a residential school.

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

241.4 An Employee wishing to take study leave in accordance with this clause must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include details of:

(a) the proposed course and institution in which the Employee is enrolled or proposes to enrol; and

(b) the relevance of the course to the Employee's profession.

241.5 The Employer will notify the Employee of whether their request for study leave has been approved within 7 days of the application being made.

241.6 Leave pursuant to this clause does not accumulate from year to year.

242. Examination Leave

242.1 An Employee shall be granted leave on full pay in order to attend examinations necessary to obtain higher qualifications in such courses as are undertaken with the knowledge and approval of the Employer.

242.2 The amount of leave shall be such as to allow the Employee to proceed to and from the place of examinations and in addition allow three clear working days other than a Saturday or a Sunday for pre-examination study if this is so desired.

242.3 Any leave granted under the provisions of this clause shall be in addition to annual leave granted pursuant to clause 54 (Annual Leave).

242.4 Leave with pay granted under the provisions of this clause shall not exceed six (6) clear working days per year. Chief Executive Officers and Deputy CEOs, other than those covered by the Victorian Public Entity Executive Remuneration Policy (PEER Policy), shall not be subject to this examination leave maxima.

243. Staff Appraisal

243.1 Where a system of staff appraisal does not currently exist at a workplace, the Employer may implement a performance appraisal process and the Employees will participate in that process, provided that:

(a) the Employer first consults at the local level with staff and/or their union or other representative over a framework for the staff appraisal process it is seeking to introduce

(b) the staff appraisal process is not used as a disciplinary tool

(c) the staff appraisal process is intended to allow genuine feedback by both the Employer and Employee; and

(d) the outcomes of the review are documented and confirmed and a written copy of the outcomes in given to the Employee

SECTION 5 | PART G: OTHER RESOURCES

244. Uniforms and Protective Clothing

244.1 Where an Employee is required to wear a uniform or any special clothing, the Employer will supply such uniform at no cost to the Employee and will replace it where necessary on a fair 'wear and tear' basis.

244.2 Uniforms and special clothing provided in accordance with clause 244.1 and clause 244.3 shall remain the property of the Employer.

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

244.4 The rounding provision does not apply to the calculation of this allowance.

SECTION 5 | PART H: CLASSIFICATION AND STAFFING

245. Classifications

245.1 The Employer shall classify all Employees in accordance with the classification structure set out in of this Agreement.

245.2 The Employer shall notify each Employee in writing upon commencement, of their classification and terms of employment.

245.3 The Employer shall notify each Employee of any alteration to their classification in writing not later than the operative date of such change.

246. Chief Executive Officers

246.1 The terms and conditions of employment for Chief Executive Officers (“CEO”) will, in respect of remuneration and related conditions, be those provided for under the Victorian Public Health Entity Executive Remuneration Policy (HEER Policy).).

246.2 Clause 246.1 excludes CEOs whose terms and conditions are not covered by a HEER Policy contract.

246.3 Despite clause 246.1, any further HEER Policy contract offered by an Employer to an existing Employee whose employment is governed by a HEER Policy contract in existence at the date of certification of this Agreement will not reduce the total remuneration package applicable to that Employ

SCHEDULE 1 : LIST OF EMPLOYER

1 Victorian Institute of Forensic Mental Health

SCHEDULE 2 : SALARIES AND ALLOWANCES

1. Salaries for RPN's and PEN's

1.1 Registered Psychiatric Nurses Salaries

Classification	Current Rate	FFPOA 1 Nov 2025	FFPPOA 1 Nov 2025	FFPPOA 5 Jan 2026	FFPPOA 15 June 2026	FFPPOA 4 Jan 2027	FFPPOA 7 June 2027	FFPPOA 10 Jan 2028
RUSON	$988.60	$1,243.70	$1,281.00	$1,281.00	$1,319.50	$1,319.50	$1,359.10	$1,359.10
NURSING INDIGENOUS HEALTH CADET YEAR 1	$988.60	$1,022.70	$1,053.90	$1,066.50	$1,098.50	$1,110.60	$1,143.90	$1,251.40
NURSING INDIGENOUS HEALTH CADET YEAR 2	$1,055.50	$1,091.90	$1,124.70	$1,138.20	$1,172.30	$1,185.20	$1,220.80	$1,335.60
NURSING INDIGENOUS HEALTH CADET YEAR 3	$1,120.40	$1,159.10	$1,193.90	$1,208.20	$1,244.50	$1,258.20	$1,296.00	$1,417.80

Classification	Current Rate	FFPOA 1 Nov 2025	FFPPOA 1 Nov 2025	FFPPOA 5 Jan 2026	FFPPOA 15 June 2026	FFPPOA 4 Jan 2027	FFPPOA 7 June 2027	FFPPOA 10 Jan 2028
RPN GRADE 2 YEAR 1	$1,318.10	$1,526.00	$1,571.80	$1,571.80	$1,619.00	$1,619.00	$1,667.60	$1,667.60
RPN GRADE 2 YEAR 2	$1,392.40	$1,564.70	$1,611.60	$1,616.50	$1,665.00	$1,669.60	$1,719.70	$1,761.40
RPN GRADE 2 YEAR 3	$1,466.60	$1,609.90	$1,657.90	$1,667.00	$1,717.00	$1,725.40	$1,777.20	$1,855.30
RPN GRADE 2 YEAR 4	$1,546.20	$1,658.90	$1,708.70	$1,722.20	$1,773.90	$1,786.30	$1,839.90	$1,956.00
RPN GRADE 2 YEAR 5	$1,625.20	$1,714.80	$1,766.20	$1,783.40	$1,836.90	$1,852.90	$1,908.50	$2,056.00
RPN GRADE 2 YEAR 6	$1,702.20	$1,771.00	$1,824.10	$1,844.90	$1,900.00	$1,919.10	$1,976.70	$2,153.30
RPN GRADE 2 YEAR 7	$1,789.10	$1,850.80	$1,906.30	$1,929.20	$1,987.10	$2,009.00	$2,069.30	$2,263.80
RPN GRADE 2 YEAR 8	$1,861.70	$1,925.90	$1,983.70	$2,007.50	$2,067.70	$2,090.40	$2,153.10	$2,355.50
RPN GRADE 2 ADVANCED	$1,937.30	$2,004.10	$2,064.20	$2,089.00	$2,151.70	$2,175.40	$2,240.70	$2,451.30
PSYCH CLIN NURSE SPEC	$1,937.30	$2,004.10	$2,064.20	$2,089.00	$2,151.70	$2,175.40	$2,240.70	$2,451.30

Classification	Current Rate	FFPOA 1 Nov 2025	FFPPOA 1 Nov 2025	FFPPOA 5 Jan 2026	FFPPOA 15 June 2026	FFPPOA 4 Jan 2027	FFPPOA 7 June 2027	FFPPOA 10 Jan 2028
RPN GRADE 3 YEAR 1	$1,941.00	$2,008.00	$2,068.20	$2,093.00	$2,155.80	$2,179.50	$2,244.90	$2,455.90
RPN GRADE 3 YEAR 2	$1,996.40	$2,065.30	$2,127.30	$2,152.80	$2,217.40	$2,241.80	$2,309.10	$2,526.20
RPN GRADE 3 YEAR 3/ ANUM YEAR 1	$2,085.30	$2,157.20	$2,222.00	$2,248.70	$2,316.20	$2,341.70	$2,412.00	$2,638.70
RPN GRADE 3 YEAR 4 / ANUM YEAR 2	$2,155.60	$2,230.00	$2,296.90	$2,324.50	$2,394.20	$2,420.50	$2,493.10	$2,727.50
RPN GRADE 4 YEAR 1	$2,162.80	$2,237.40	$2,304.50	$2,332.20	$2,402.20	$2,428.60	$2,501.50	$2,736.60
RPN GRADE 4 YEAR 2	$2,218.30	$2,294.80	$2,363.60	$2,392.00	$2,463.80	$2,490.90	$2,565.60	$2,806.80
RPN GRADE 4 YEAR 3	$2,329.10	$2,409.50	$2,481.80	$2,511.60	$2,587.00	$2,615.50	$2,694.00	$2,947.20
RPN G5 NUM - Level 1	$2,460.90	$2,529.80	$2,605.70	$2,637.00	$2,716.10	$2,746.00	$2,828.40	$3,094.30

Classification	Current Rate	FFPPOA 1 Nov 2025	FFPPOA 1 Nov 2025	FFPPOA 5 Jan 2026	FFPPOA 15 June 2026	FFPPOA 4 Jan 2027	FFPPOA 7 June 2027	FFPPOA 10 Jan 2028
RPN G5 NUM MGR - Level 2	$2,460.90	$2,622.00	$2,700.70	$2,733.10	$2,815.10	$2,846.10	$2,931.50	$3,207.10
RPN G5 NUM - Level 3	$2,460.90	$2,714.40	$2,795.80	$2,829.30	$2,914.20	$2,946.30	$3,034.70	$3,320.00
RPN GRADE 5	$2,440.10	$2,524.30	$2,600.00	$2,631.20	$2,710.10	$2,739.90	$2,822.10	$3,087.40
RPN GRADE 6	$2,772.90	$2,868.60	$2,954.70	$2,990.20	$3,079.90	$3,113.80	$3,207.20	$3,508.70
RPN Nurse Pract	$2,772.90	$2,868.60	$2,954.70	$2,990.20	$3,079.90	$3,113.80	$3,207.20	$3,508.70
RPN Nurse Pract Y2	$2,772.90		$3,010.80	$3,046.90	$3,138.30	$3,172.80	$3,268.00	$3,575.20
RPN GRADE 7	$3,484.60	$3,604.10	$3,712.20	$3,756.80	$3,869.50	$3,912.10	$4,029.50	$4,408.30
RPN 7 DON preserved	$3,865.70	$3,999.10	$4,119.10	$4,166.50	$4,291.50	$4,338.70	$4,468.90	$4,889.00

1.2 Psychiatric Enrolled Nurses Salaries

Classification	Current Rate	FFPOA 1 Nov 2025	FFPPOA 1 Nov 2025	FFPPOA 5 Jan 2026	FFPPOA 15 June 2026	FFPPOA 4 Jan 2027	FFPPOA 7 June 2027	FFPPOA 10 Jan 2028
PRE QUALIFICATION PEN	$992.50	$1,243.70	$1,281.00	$1,281.00	$1,319.50	$1,319.50	$1,359.10	$1,359.10
PEN LEVEL 1 YEAR 1	$1,163.10	$1,203.70	$1,239.80	$1,254.70	$1,292.30	$1,306.50	$1,345.70	$1,472.20
PEN LEVEL 1 YEAR 2	$1,186.90	$1,227.90	$1,264.70	$1,279.90	$1,318.30	$1,332.80	$1,372.80	$1,501.80
PEN LEVEL 1 YEAR 3	$1,210.40	$1,252.20	$1,289.80	$1,305.30	$1,344.50	$1,359.30	$1,400.10	$1,531.70
PEN LEVEL 1 YEAR 4	$1,234.40	$1,277.00	$1,315.30	$1,331.10	$1,371.00	$1,386.10	$1,427.70	$1,561.90
PEN LEVEL 1 YEAR 5	$1,249.10	$1,292.20	$1,331.00	$1,347.00	$1,387.40	$1,402.70	$1,444.80	$1,580.60
PEN LEVEL 1 YEAR 6	$1,281.70	$1,325.90	$1,365.70	$1,382.10	$1,423.60	$1,439.30	$1,482.50	$1,621.90
PEN LEVEL 1 YEAR 7	$1,305.00	$1,350.00	$1,390.50	$1,407.20	$1,449.40	$1,465.30	$1,509.30	$1,651.20

Classification	Current Rate	FFPOA 1 Nov 2025	FFPPOA 1 Nov 2025	FFPPOA 5 Jan 2026	FFPPOA 15 June 2026	FFPPOA 4 Jan 2027	FFPPOA 7 June 2027	FFPPOA 10 Jan 2028
PEN LEVEL 1 YEAR 8	$1,332.80	$1,378.80	$1,420.20	$1,437.20	$1,480.30	$1,496.60	$1,541.50	$1,686.40
PEN LEVEL 2 YEAR 1	$1,360.60	$1,407.50	$1,449.70	$1,467.10	$1,511.10	$1,527.70	$1,573.50	$1,721.40
PEN LEVEL 2 YEAR 2	$1,374.80	$1,422.20	$1,464.90	$1,482.50	$1,527.00	$1,543.80	$1,590.10	$1,739.60
PEN LEVEL 2 YEAR 3	$1,388.60	$1,436.50	$1,479.60	$1,497.40	$1,542.30	$1,559.30	$1,606.10	$1,757.10
PEN LEVEL 2 YEAR 4	$1,421.10	$1,470.10	$1,514.20	$1,532.40	$1,578.40	$1,595.80	$1,643.70	$1,798.20
PEN LEVEL 3 YEAR 1	$1,458.20	$1,508.50	$1,553.80	$1,572.50	$1,619.70	$1,637.50	$1,686.60	$1,845.10
PEN LEVEL 3 YEAR 2	$1,510.40	$1,562.50	$1,609.40	$1,628.70	$1,677.60	$1,696.10	$1,747.00	$1,911.20
PEN LEVEL 3 YEAR 3	$1,534.90	$1,587.90	$1,635.50	$1,655.10	$1,704.80	$1,723.60	$1,775.30	$1,942.20
PEN LEVEL 3 YEAR 4	$1,555.40	$1,609.10	$1,657.40	$1,677.30	$1,727.60	$1,746.60	$1,799.00	$1,968.10
PEN LEVEL 4 (EDUCATOR)	$1,937.30	$2,004.10	$2,064.20	$2,089.00	$2,151.70	$2,175.40	$2,240.60	$2,451.20

1.3 Registered Psychiatric Nurses with Commuted Allowance Salaries

Classification	Previous Rate	Comm	FFPPOA 1 Nov 2025	Comm	~~FFPPOA 1 July 2025~~	~~Comm~~	FFPPOA 5 Jan 2026	Comm	FFPPOA 15 June 2026	Comm	FFPPOA 4 Jan 2027	Comm	FFPPOA 7 June 2027	Comm	FFPPOA 10 Jan 2028	Comm
Registered Psychiatric Nurse																
RPN GRADE 2 YEAR 8	$1,818.30	$327.30	$1,983.70	$337.12			$2,007.50	$361.35	$2,067.70	$372.19	$2,090.40	$376.27	$2,153.10	$387.56	$2,355.50	$423.99
RPN GRADE 2 ADVANCED	$1,937.10	$348.70	$2,064.20	$359.16			$2,089.00	$376.02	$2,151.70	$387.31	$2,175.40	$391.57	$2,240.70	$403.33	$2,451.30	$441.23
PSYCH CLIN NURSE SPEC	$1,937.10	$348.70	$2,064.20	$359.16			$2,089.00	$376.02	$2,151.70	$387.31	$2,175.40	$391.57	$2,240.70	$403.33	$2,451.30	$441.23
RPN GRADE 3 YEAR 1	$1,856.80	$334.20	$2,068.20	$344.23			$2,093.00	$376.74	$2,155.80	$388.04	$2,179.50	$392.31	$2,244.90	$404.08	$2,455.90	$442.06
RPN GRADE 3 YEAR 2	$1,909.00	$343.60	$2,127.30	$353.91			$2,152.80	$387.50	$2,217.40	$399.13	$2,241.80	$403.52	$2,309.10	$415.64	$2,526.20	$454.72
RPN GRADE 3 YEAR 3/ ANUM Year 1	$1,992.50	$358.70	$2,222.00	$369.46			$2,248.70	$404.77	$2,316.20	$416.92	$2,341.70	$421.51	$2,412.00	$434.16	$2,638.70	$474.97
RPN GRADE 3 YEAR 4 ANUM Year 2	$2,061.70	$371.10	$2,296.90	$382.23			$2,324.50	$418.41	$2,394.20	$430.96	$2,420.50	$435.69	$2,493.10	$448.76	$2,727.50	$490.95
RPN GRADE 4 YEAR 1	$2,061.70	$371.10	$2,363.60	$396.34			$2,392.00	$430.56	$2,463.80	$443.48	$2,490.90	$448.36	$2,565.60	$461.81	$2,806.80	$505.22
RPN GRADE 4 YEAR 2	$2,137.20	$384.80	$2,363.60	$396.34			$2,392.00	$430.56	$2,463.80	$443.48	$2,490.90	$448.36	$2,565.60	$461.81	$2,806.80	$505.22
RPN GRADE 4 YEAR 3	$2,305.20	$414.90	$2,481.80	$427.35			$2,511.60	$452.09	$2,587.00	$465.66	$2,615.50	$470.79	$2,694.00	$484.92	$2,947.20	$530.50
RPN G5 NUM - Level 1	$2,374.20	$427.30	$2,605.70	$440.12			$2,637.00	$474.66	$2,716.10	$488.90	$2,746.00	$494.28	$2,828.40	$509.11	$3,094.30	$556.97

Classification	Previous Rate	Comm	FFPPOA 1 Nov 2025	Comm	~~FFPPOA 1 July 2025~~	~~Comm~~	FFPPOA 5 Jan 2026	Comm	FFPPOA 15 June 2026	Comm	FFPPOA 4 Jan 2027	Comm	FFPPOA 7 June 2027	Comm	FFPPOA 10 Jan 2028	Comm
RPN G5 NUM- Level 2	$2,374.20	$427.30	$2,700.70	$440.12			$2,733.10	$491.96	$2,815.10	$506.72	$2,846.10	$512.30	$2,931.50	$527.67	$3,207.10	$577.28
RPN G5 NUM - Level 3	$2,374.20	$427.30	$2,795.80	$440.12			$2,829.30	$509.27	$2,914.20	$524.56	$2,946.30	$530.33	$3,034.70	$546.25	$3,320.00	$597.60
RPN GRADE 5	$2,376.60	$427.80	$2,600.00	$440.63			$2,631.20	$473.62	$2,710.10	$487.82	$2,739.90	$493.18	$2,822.10	$507.98	$3,087.40	$555.73
RPN GRADE 6	$2,681.10	$482.60	$2,954.70	$497.08			$2,990.20	$538.24	$3,079.90	$554.38	$3,113.80	$560.48	$3,207.20	$577.30	$3,508.70	$631.57
RPN Nurse Pract	$2,772.90	$499.12	$2,954.70	$514.10			$2,990.20	$538.24	$3,079.90	$554.38	$3,113.80	$560.48	$3,207.20	$577.30	$3,508.70	$631.57
RPN Nurse Pract Y2			$3,010.80	$541.94			$3,046.90	$548.44	$3,138.30	$564.89	$3,172.80	$571.10	$3,268.00	$588.24	$3,575.20	$643.54
RPN GRADE 7	$3,484.60	$627.23	$3,712.20	$646.04			$3,756.80	$676.22	$3,869.50	$696.51	$3,912.10	$704.18	$4,029.50	$725.31	$4,408.30	$793.49
RPN 7 DON preserved	$3,865.70	$695.83	$4,119.10	$716.70			$4,166.50	$749.97	$4,291.50	$772.47	$4,338.70	$780.97	$4,468.90	$804.40	$4,889.00	$880.02

1.4 Psychiatric Enrolled Nurses with Commuted Allowance Salaries

Classification	Previous Rate	Comm	FFPPOA 1 Nov 2025	Comm	FFPPOA 5 Jan 2026	Comm	FFPPOA 15 June 2026	Comm	FFPPOA 4 Jan 2027	Comm	FFPPOA 7 June 2027	Comm	FFPPOA 10 Jan 2028	Comm
Psychiatric Enrolled Nurse														
PSEN LEVEL 1 YEAR 8	$1,332.90	$239.90	$1,420.20	$255.64	$1,437.20	$258.70	$1,480.30	$266.45	$1,496.60	$269.39	$1,541.50	$277.47	$1,686.40	$303.55
PSEN LEVEL 2 YEAR 1	$1,360.80	$245.00	$1,449.70	$260.95	$1,467.10	$264.08	$1,511.10	$272.00	$1,527.70	$274.99	$1,573.50	$283.23	$1,721.40	$309.85
PSEN LEVEL 2 YEAR 2	$1,374.70	$247.50	$1,464.90	$263.68	$1,482.50	$266.85	$1,527.00	$274.86	$1,543.80	$277.88	$1,590.10	$286.22	$1,739.60	$313.13

Classification	Previous Rate	Comm	FFPPOA 1 Nov 2025	Comm	FFPPOA 5 Jan 2026	Comm	FFPPOA 15 June 2026	Comm	FFPPOA 4 Jan 2027	Comm	FFPPOA 7 June 2027	Comm	FFPPOA 10 Jan 2028	Comm
PSEN LEVEL 2 YEAR 3	$1,383.90	$249.10	$1,479.60	$266.33	$1,497.40	$269.53	$1,542.30	$277.61	$1,559.30	$280.67	$1,606.10	$289.10	$1,757.10	$316.28
PSEN LEVEL 2 YEAR 4	$1,421.00	$255.80	$1,514.20	$272.56	$1,532.40	$275.83	$1,578.40	$284.11	$1,595.80	$287.24	$1,643.70	$295.87	$1,798.20	$323.68
PEN LEVEL 3 YEAR 1	$1,458.00	$262.50	$1,553.80	$279.68	$1,572.50	$283.05	$1,619.70	$291.55	$1,637.50	$294.75	$1,686.60	$303.59	$1,845.10	$332.12
PEN LEVEL 3 YEAR 2	$1,510.50	$271.90	$1,609.40	$289.69	$1,628.70	$293.17	$1,677.60	$301.97	$1,696.10	$305.30	$1,747.00	$314.46	$1,911.20	$344.02
PEN LEVEL 3 YEAR 3	$1,534.90	$276.30	$1,635.50	$294.39	$1,655.10	$297.92	$1,704.80	$306.86	$1,723.60	$310.25	$1,775.30	$319.55	$1,942.20	$349.60
PEN LEVEL 3 YEAR 4	$1,555.60	$280.00	$1,657.40	$298.33	$1,677.30	$301.91	$1,727.60	$310.97	$1,746.60	$314.39	$1,799.00	$323.82	$1,968.10	$354.26

2. Salaries for MHO's

Current Classification	Current Rate	FPPOA 1 Nov 2025*	FFPPOA 20 May 2026*	FFPPOA 20 May 2027*	FFPPOA 20 May 2028*
Increase		**3%**	**3%**	**3%**	**3%**
MHO LEVEL 1 YEAR 1	$1,026.00	$1,056.80	$1,088.50	$1,121.20	$1,154.80
MHO LEVEL 1 YEAR 2	$1,053.80	$1,085.40	$1,118.00	$1,151.50	$1,186.10
MHO LEVEL 1 YEAR 3	$1,093.50	$1,126.30	$1,160.10	$1,194.90	$1,230.80

Current Classification	Current Rate	FPPOA 1 Nov 2025*	FFPPOA 20 May 2026*	FFPPOA 20 May 2027*	FFPPOA 20 May 2028*
Increase		**3%**	**3%**	**3%**	**3%**
MHO LEVEL 1 YEAR 4	$1,121.00	$1,154.60	$1,189.20	$1,224.90	$1,261.70
MHO LEVEL 1 YEAR 5	$1,149.00	$1,183.50	$1,219.00	$1,255.60	$1,293.30
MHO LEVEL 1 YEAR 6	$1,176.90	$1,212.20	$1,248.60	$1,286.00	$1,324.60
MHO LEVEL 1 YEAR 7	$1,199.80	$1,235.80	$1,272.90	$1,311.10	$1,350.40
MHO LEVEL 1 YEAR 8	$1,222.70	$1,259.40	$1,297.20	$1,336.10	$1,376.20
MHO LEVEL 2 YEAR 1	$1,227.70	$1,264.50	$1,302.40	$1,341.50	$1,381.80
MHO LEVEL 2 YEAR 2	$1,263.20	$1,301.10	$1,340.10	$1,380.30	$1,421.70
MHO LEVEL 2 YEAR 3	$1,283.80	$1,322.30	$1,362.00	$1,402.90	$1,445.00
MHO LEVEL 2 YEAR 4	$1,311.50	$1,350.90	$1,391.40	$1,433.10	$1,476.10
MHO LEVEL 2 YEAR 5	$1,334.10	$1,374.10	$1,415.30	$1,457.80	$1,501.50
MHO LEVEL 3 YEAR 1	$1,368.50	$1,409.60	$1,451.90	$1,495.50	$1,540.40
MHO LEVEL 3 YEAR 2	$1,397.70	$1,439.60	$1,482.80	$1,527.30	$1,573.10

Current Classification	Current Rate	FPPOA 1 Nov 2025*	FFPPOA 20 May 2026*	FFPPOA 20 May 2027*	FFPPOA 20 May 2028*
Increase		**3%**	**3%**	**3%**	**3%**
MHO LEVEL 3 YEAR 3	$1,427.80	$1,470.60	$1,514.70	$1,560.10	$1,606.90
MHO LEVEL 3 YEAR 4	$1,451.20	$1,494.70	$1,539.50	$1,585.70	$1,633.30

2.1 Mental Health Officers with Commuted Allowance Salaries

Current Classification	Previous Rate	Comm	FFPPOA 1 Nov 2025	Comm	FFPPOA 20 May 2026	Comm	FFPPOA 20 May 2027	Comm	FFPPOA 20 May 2028	Comm
Increase										
MHO LEVEL 1 YEAR 1	$1,026.00	$184.70	$1,056.80	$190.22	$1,088.50	$195.93	$1,121.20	$201.82	$1,154.80	$207.86
MHO LEVEL 1 YEAR 2	$1,053.80	$189.70	$1,085.40	$195.37	$1,118.00	$201.24	$1,151.50	$207.27	$1,186.10	$213.50
MHO LEVEL 1 YEAR 3	$1,093.50	$196.80	$1,126.30	$202.73	$1,160.10	$208.82	$1,194.90	$215.08	$1,230.80	$221.54
MHO LEVEL 1 YEAR 4	$1,121.00	$201.80	$1,154.60	$207.83	$1,189.20	$214.06	$1,224.90	$220.48	$1,261.70	$227.11
MHO LEVEL 1 YEAR 5	$1,149.00	$206.80	$1,183.50	$213.03	$1,219.00	$219.42	$1,255.60	$226.01	$1,293.30	$232.79

Current Classification	Previous Rate	Comm	FFPPOA 1 Nov 2025	Comm	FFPPOA 20 May 2026	Comm	FFPPOA 20 May 2027	Comm	FFPPOA 20 May 2028	Comm
Increase										
MHO LEVEL 1 YEAR 6	$1,176.90	$211.80	$1,212.20	$218.20	$1,248.60	$224.75	$1,286.00	$231.48	$1,324.60	$238.43
MHO LEVEL 1 YEAR 7	$1,199.80	$215.90	$1,235.80	$222.44	$1,272.90	$229.12	$1,311.10	$236.00	$1,350.40	$243.07
MHO LEVEL 1 YEAR 8	$1,222.70	$220.10	$1,259.40	$226.69	$1,297.20	$233.50	$1,336.10	$240.50	$1,376.20	$247.72
MHO LEVEL 2 YEAR 1	$1,227.70	$221.00	$1,264.50	$227.61	$1,302.40	$234.43	$1,341.50	$241.47	$1,381.80	$248.72
MHO LEVEL 2 YEAR 2	$1,263.20	$227.40	$1,301.10	$234.20	$1,340.10	$241.22	$1,380.30	$248.45	$1,421.70	$255.91
MHO LEVEL 2 YEAR 3	$1,283.80	$231.10	$1,322.30	$238.01	$1,362.00	$245.16	$1,402.90	$252.52	$1,445.00	$260.10
MHO LEVEL 2 YEAR 4	$1,311.50	$236.10	$1,350.90	$243.16	$1,391.40	$250.45	$1,433.10	$257.96	$1,476.10	$265.70
MHO LEVEL 2 YEAR 5	$1,334.10	$240.20	$1,374.10	$247.34	$1,415.30	$254.75	$1,457.80	$262.40	$1,501.50	$270.27
MHO LEVEL 3 YEAR 1	$1,368.50	$246.40	$1,409.60	$253.73	$1,451.90	$261.34	$1,495.50	$269.19	$1,540.40	$277.27

Current Classification	Previous Rate	Comm	FFPPOA 1 Nov 2025	Comm	FFPPOA 20 May 2026	Comm	FFPPOA 20 May 2027	Comm	FFPPOA 20 May 2028	Comm
Increase										
MHO LEVEL 3 YEAR 2	$1,397.70	$251.60	$1,439.60	$259.13	$1,482.80	$266.90	$1,527.30	$274.91	$1,573.10	$283.16
MHO LEVEL 3 YEAR 3	$1,427.80	$257.00	$1,470.60	$264.71	$1,514.70	$272.65	$1,560.10	$280.82	$1,606.90	$289.24
MHO LEVEL 3 YEAR 4	$1,451.20	$261.20	$1,494.70	$269.05	$1,539.50	$277.11	$1,585.70	$285.43	$1,633.30	$293.99

2.2 Allowances – RPNs and PENs

Allowance	Current	3.5% - FFPPOA 1 Nov 2025	3% - FFPPOA 1 Nov 2025	1.2% - FFPPOA 5 Jan 2026	3% - FFPPOA 15 June 2026	Varied - FFPPOA 1 July 2026	1.1% - FFPPOA 4 Jan 2027	3% - FFPPOA 7 June 2027	9.4% - FFPPOA 17 April 2028	50% - FFPPOA 1 May 2028
Shift										
Morning shift	$36.70	$38.00	$39.10	$39.60	$40.80		$41.30	$42.50	$46.50	
Afternoon Shift	$36.70	$38.00	$39.10	$39.60	$40.80		$41.30	$42.50	$46.50	
Night Shift										
Night Shift (Non-casual) - Monday - Thursday	$87.60	$90.70	$93.40	$94.50	$97.30	$114.00	$115.90	$119.40	$130.60	
Night Shift (Non-casual) - Friday and Saturday	$87.60	$90.70	$93.40	$94.50	$97.30	$126.60	$128.00	$131.80	$144.20	
Night Shift (Non-casual) - Sunday	$154.60	$160.00	$164.80	$166.80	$171.80	$196.10	$198.30	$204.30	$223.50	
Night Shift Casual	$87.60	$90.70	$93.40	$94.50	$97.30	$97.30	$98.40	$101.40	$110.90	
Change of Roster										
Change of roster (8-14 days)	$36.70	$38.00	$39.10	$39.60	$40.80		$41.30	$42.50	$46.50	
Change of roster (7 days or less)	$73.30	$75.90	$78.20	$79.10	$81.50		$82.40	$84.90	$92.90	

Allowance	Current	3.5% - FFPPOA 1 Nov 2025	3% - FFPPOA 1 Nov 2025	1.2% - FFPPOA 5 Jan 2026	3% - FFPPOA 15 June 2026	Varied - FFPPOA 1 July 2026	1.1% - FFPPOA 4 Jan 2027	3% - FFPPOA 7 June 2027	9.4% - FFPPOA 17 April 2028	50% - FFPPOA 1 May 2028
Change of Ward Allowance	NA	$38.00	$39.10	$39.60	$40.80		$41.30	$42.50	$46.50	
On Call										
Non CATT										
On-call Mon-Friday	$70.30	$77.90	$80.20	$81.20	$83.60		$84.50	$87.00	$95.20	
On-call Allowance - Saturday	$70.30	$116.90	$120.40	$121.80	$125.50		$126.90	$130.70	$143.00	
On-call Allowance - Sunday and Weekday Public Holiday	$70.30	$136.40	$140.50	$142.20	$146.50		$148.10	$152.50	$166.80	
On-call Allowance - Weekend Public Holiday	$70.30	$204.60	$210.70	$213.20	$219.60		$222.00	$228.70	$250.20	
CATT										
On-call Mon-Friday	$163.50	$174.40	$179.60	$181.80	$187.30		$189.30	$195.00	$213.30	
On-call Allowance - Saturday	$163.50	$213.40	$219.80	$222.40	$229.10		$231.70	$238.70	$261.10	
On-call Allowance - Sunday and Weekday Public Holiday	$163.50	$232.90	$239.80	$242.80	$250.10		$252.90	$260.50	$285.00	
On-call Allowance - Weekend Public Holiday	$163.50	$301.10	$310.10	$313.80	$323.20		$326.80	$336.60	$368.40	

Allowance	Current	**3.5% - FFPPOA 1 Nov 2025**	**3% - FFPPOA 1 Nov 2025**	**1.2% - FFPPOA 5 Jan 2026**	**3% - FFPPOA 15 June 2026**	**Varied - FFPPOA 1 July 2026**	**1.1% - FFPPOA 4 Jan 2027**	**3% - FFPPOA 7 June 2027**	**9.4% - FFPPOA 17 April 2028**	**50% - FFPPOA 1 May 2028**
Uniform Allowance										
Daily	$1.95	$2.02	$2.08	$2.10	$2.16		$2.18	$2.25	$2.46	
Weekly	$9.62	$9.96	$10.26	$10.38	$10.69		$10.81	$11.13	$12.18	
Laundry Allowance										
Daily	$0.51	$0.53	$0.55	$0.56	$0.58		$0.59	$0.61	$0.67	
Weekly	$2.61	$2.70	$2.78	$2.81	$2.89		$2.92	$3.01	$3.29	
Meal Allowance										
Allowance A	$14.53	$15.00	$15.50	$15.70	$16.20		$16.40	$16.90	$18.50	
Allowance B	$11.53	$11.90	$12.30	$12.50	$12.90		$13.00	$13.40	$14.70	
Maximum Leave Loading										
Weekly Salary Exceeds	$2,460.80	$2,546.93	$2,623.34	$2,654.82	$2,734.46		$2,764.54	$2,847.48	$3,115.14	
Maximum Loading Amount	$1,722.57	$2,171.60	$2,236.80	$2,263.60	$2,331.50		$2,357.20	$2,427.90	$2,656.10	

Allowance	Current	3.5% - FFPPOA 1 Nov 2025	3% - FFPPOA 1 Nov 2025	1.2% - FFPPOA 5 Jan 2026	3% - FFPPOA 15 June 2026	Varied - FFPPOA 1 July 2026	1.1% - FFPPOA 4 Jan 2027	3% - FFPPOA 7 June 2027	9.4% - FFPPOA 17 April 2028	50% - FFPPOA 1 May 2028
Change of Shift for Eligible Employees										
PEN	$46.47	$48.10	$49.50	$50.10	$51.60		$52.20	$53.80	$58.90	
Qualification Allowance										
RPN										
Hospital/Grad Certificate	$58.70	$60.80	$62.60	$63.40	$65.30		$66.00	$68.00	$74.40	$111.60
Post Grad Dip or Degree	$95.30	$98.60	$101.60	$102.80	$105.90		$107.10	$110.30	$120.70	$181.10
Masters	$110.00	$113.90	$117.30	$118.70	$122.30		$123.70	$127.40	$139.40	$209.10
Phd	$146.60	$151.70	$156.30	$158.20	$163.00		$164.80	$169.70	$185.60	$278.40
PEN										
Level 1										
6 month course	$53.30	$55.20	$56.90	$57.60	$59.30		$60.00	$61.80	$67.60	$101.40
12 month course	$99.90	$103.40	$106.50	$107.80	$111.00		$112.20	$115.60	$126.50	$189.80
Level 2										
6 month course	$55.00	$56.90	$58.60	$59.30	$61.10		$61.80	$63.70	$69.70	$104.60
12 month course	$103.10	$106.70	$109.90	$111.20	$114.50		$115.80	$119.30	$130.50	$195.80

Allowance	Current	3.5% - FFPPOA 1 Nov 2025	3% - FFPPOA 1 Nov 2025	1.2% - FFPPOA 5 Jan 2026	3% - FFPPOA 15 June 2026	Varied - FFPPOA 1 July 2026	1.1% - FFPPOA 4 Jan 2027	3% - FFPPOA 7 June 2027	9.4% - FFPPOA 17 April 2028	50% - FFPPOA 1 May 2028
Level 3										
6 month course	$55.00	$56.90	$58.60	$59.30	$61.10		$61.80	$63.70	$69.70	$104.60
12 month course	$103.10	$106.70	$109.90	$111.20	$114.50		$115.80	$119.30	$130.50	$195.80
Sole Allowance		$76.00	$78.20	$79.20	$81.60		$82.60	$85.00	$93.00	
Certificate IV TAE Allowance		$54.90	$56.60	$57.30	$59.00		$59.60	$61.40	$67.20	$100.80

2.3 Allowances – MHOs

Mental Health Officers	Current	FFPPOA 1 - Nov-25	FFPPOA 20-May-26	FFPPOA 1-Jul-26	FFPPAO 20-May-27	FFPPOA 20-May-28	FFPPOA 1-May-28
Shift							
Morning shift	$35.80	$36.90	$38.00		$39.10	$40.30	
Afternoon Shift	$35.80	$36.90	$38.00		$39.10	$40.30	
Night Shift							
Night Shift (Non-casual) - Monday - Thursday	$85.50	$88.10	$90.70	$102.00	$105.10	$108.30	
Night Shift (Non-casual) - Friday and Saturday	$85.50	$88.10	$90.70	$113.40	$116.80	$120.30	

Night Shift (Non-casual) - Sunday	$154.60	$159.20	$164.00	$184.50	$190.00	$195.70	
Night Shift Casual	$85.50	$88.10	$90.70	$102.00	$105.10	$108.30	
Mental Health Officers	**Current**	**FFPPOA 1-Nov-25**	**FFPPOA 20-May-26**	**FFPPOA 1-Jul-26**	**FFPPAO 20-May-27**	**FFPPOA 20-May-28**	**FFPPOA 1-May-28**
Change of Roster							
Change of roster (8-14 days)	$36.70	$37.80	$38.90		$40.10	$41.30	
Change of roster (7 days)	$73.30	$75.50	$77.80		$80.10	$82.50	
Change of Shift for Eligible Employees	$41.02	$42.30	$43.60		$44.90	$46.30	
Change of Ward Allowance	N/A	$37.80	$38.90		$40.10	$41.30	
On Call - Non CATT							
On-call Mon-Friday	$68.60	$75.80	$78.10		$80.40	$82.80	
On-call Allowance - Saturday	$68.60	$113.70	$117.10		$120.60	$124.20	
On-call Allowance - Sunday and Weekday Public Holiday	$68.60	$132.70	$136.70		$140.80	$145.00	
On-call Allowance - Weekend Public Holiday	$68.60	$199.00	$205.00		$211.20	$217.50	
Uniform							
Daily	$1.91	$1.97	$2.03		$2.09	$2.15	
Weekly	$9.38	$9.66	$9.95		$10.25	$10.56	
Laundry							
Daily	$0.50	$0.52	$0.53		$0.55	$0.56	

Weekly	$2.54	$2.62	$2.69		$2.78	$2.86	
Mental Health Officers	**Current**	**FFPPOA 1-Nov-25**	**FFPPOA 20-May-26**	**FFPPOA 1-Jul-26**	**FFPPAO 20-May-27**	**FFPPOA 20-May-28**	**FFPPOA 1-May-28**
Meal							
Allowance A	$14.18	$14.61	$15.04		$15.49	$15.96	
Allowance B	$11.26	$11.60	$11.95		$12.30	$12.67	
Maximum Leave Loading							
Weekly Salary Exceeds	$2,401.59	$2,473.64	$2,547.85		$2,624.28	$2,703.01	
Maximum Loading Amount	$1,681.13	$1,731.56	$1,783.51		$1,837.02	$1,892.13	
Telephone Allowance (Removed)	$19.27						
Qualification Allowance							
Level 1							
6-month course	$52.10	$53.70	$55.30		$57.00	$88.10	$85.50
12-month course	$97.50	$100.40	$103.40		$106.50	$164.60	$159.80
Level 2							
6-month course	$53.70	$55.30	$57.00		$58.70	$90.70	$88.10
12-month course	$100.70	$103.70	$106.80		$110.00	$170.00	$165.00
Level 3							

6-month course	$53.70	$55.30	$57.00		$58.70	$90.70	$88.10
12-month course	$100.70	$103.70	$106.80		$110.00	$170.00	$165.00
Senior Allowance							
MHO Level 1, Year 1		$105.70	$108.90	$112.20	$115.60	$119.10	
MHO Level 1, Year 2		$108.60	$111.90	$115.30	$118.80	$122.40	
MHO Level 1, Year 3		$112.70	$116.10	$119.60	$123.20	$126.90	
MHO Level 1, Year 4		$115.50	$119.00	$122.60	$126.30	$130.10	
MHO Level 1, Year 5		$118.30	$121.80	$125.50	$129.30	$133.20	
MHO Level 1, Year 6		$121.20	$124.80	$128.50	$132.40	$136.40	
MHO Level 1, Year 7		$123.60	$127.30	$131.10	$135.00	$139.10	
MHO Level 1, Year 8		$126.00	$129.80	$133.70	$137.70	$141.80	
MHO Level 2, Year 1		$126.50	$130.30	$134.20	$138.20	$142.30	
MHO Level 2, Year 2		$130.10	$134.00	$138.00	$142.10	$146.40	
MHO Level 2, Year 3		$132.30	$136.30	$140.40	$144.60	$148.90	
MHO Level 2, Year 4		$135.10	$139.20	$143.40	$147.70	$152.10	
MHO Level 2, Year 5		$137.40	$141.50	$145.70	$150.10	$154.60	
MHO Level 3, Year 1		$140.90	$145.10	$149.50	$154.00	$158.60	
MHO Level 3, Year 2		$144.00	$148.30	$152.70	$157.30	$162.00	
MHO Level 3, Year 3		$147.10	$151.50	$156.00	$160.70	$165.50	
MHO Level 3, Year 4		$149.50	$154.00	$158.60	$163.40	$168.30	

3. Health Professionals Classifications – AHP1

3.1 Translation Provisions

(a) Grade 1 Year 7 (2024 Agreement structure)

(i) All AHP1 Employees employed as a Grade 1 Year 7 classification at the commencement of the Agreement will be paid the Schedule 2 increases from 1 November 2025 and then translated to Grade 3 Year 1 in the new structure from FFPPOA the commencement of the Agreement, unless the Employee requests in writing to remain at grandfathered classification equivalent to Grade 1 Year 7.

(ii) The increment of grandfathered Grade 1 Year 7, as per Schedule 2, will only be available to those employees employed at the commencement of the 2024 Agreement at Grade 1 Year 7 who elected not to progress to Grade 3 Year 1.

(b) Discipline Seniors

(i) Discipline Seniors are employed in the equivalent classification within the new structure on implementation. Vacated discipline senior roles will be employed at the same level as the previous incumbent.

(ii) Where the implementation of the Health Professional structure would result in the Employee translating to a higher than equivalent classification in the new structure, the Employer may review the position description and where appropriate amend the title of the role prior to implementing the revised classification structure.

(iii) New Discipline Senior roles will be appointed to a Grade 6.

(c) Chiefs (2024 Agreement structure)

(i) The Chief structure has been removed from the Health Professionals structure in this Agreement.

(ii) Employees who were classified immediately prior to the commencement of the Agreement as a Chief will be reclassified in accordance with the classification descriptors contained in Schedule 5.

(iii) Employees will not be financially disadvantaged by the reclassification process.

(iv) The Employer or Employee may utilise the Dispute Resolution Procedure (Clause 23) or Alternative Dispute Resolution Procedure (Clause 24) to address any dispute arising from this translation process.

Classification	Existing Agreement	FFPPOA 1/11/2025 Uplift and 3%	FFPPOA 20/05/2026 3% increase	FFPPOA 20/05/2027 3% increase	FFPPOA 20/05/2028 3% increase
Grade 1 (HPS Year 1 – 3)	0	$1,139.60	$1,173.80	$1,209.00	$1,245.30
Grade 2 Year 1 (Grad Yr)	$1,245.60	$1,398.20	$1,440.10	$1,483.30	$1,527.80
Grade 2 Year 2	$1,391.60	$1,469.20	$1,513.30	$1,558.70	$1,605.50
Grade 2 Year 3	$1,476.80	$1,559.10	$1,605.90	$1,654.10	$1,703.70
Grade 2 Year 4	$1,541.00	$1,627.00	$1,675.80	$1,726.10	$1,777.90
Grade 2 Year 5	$1,611.20	$1,700.90	$1,751.90	$1,804.50	$1,858.60
Grade 3 Year 1	$1,692.90	$1,787.40	$1,841.00	$1,896.20	$1,953.10
Grade 3 Year 2	$1,770.60	$1,869.40	$1,925.50	$ 1,983.30	$2,042.80
Grade 3 Year 3	$1,879.40	$1,984.20	$2,043.70	$2,105.00	$2,168.20
Grade 3 Year 4	$1,946.10	$2,054.50	$2,116.10	$2,179.60	$2,245.00
Grade 4 Year 1	$1,953.80	$2,062.70	$2,124.60	$2,188.30	$2,253.90
Grade 4 year 2	$2,022.40	$2,135.20	$2,199.30	$2,265.30	$2,333.30

Grade 4 Year 3	$2,076.50	$2,192.30	$2,258.10	$2,325.80	$2,395.60
Grade 4 Year 4	$2,232.20	$2,356.70	$2,427.40	$2,500.20	$2,575.20
Classification	**Existing Agreement**	**FFPPOA 1/11/2025 Uplift and 3%**	**FFPPOA 20/05/2026 3% increase**	**FFPPOA 20/05/2027 3% increase**	**FFPPOA 20/05/2028 3% increase**
Grade 5 Year 1	$2,365.60	$2,497.30	$2,572.20	$2,649.40	$2,728.90
Grade 5 Year 2	$2,445.20	$2,581.50	$2,658.90	$2,738.70	$2,820.90
Grade 5 Year 3	$2,525.50	$2,666.40	$2,746.40	$2,828.80	$2,913.70
Grade 5 Year 4	$2,606.40	$2,751.90	$2,834.50	$2,919.50	$3,007.10
Grade 5 Clin Educator	$2,468.40	$2,751.90	$2,834.50	$2,919.50	$3,007.10
Grade 6	$2,468.40	$3,104.80	$3,197.90	$3,293.80	$3,392.60
Grade 7	$2,665.80	$3,371.50	$3,472.60	$3,576.80	$3,684.10
Grade 8	$2,941.00	$3,770.10	$3,883.20	$3,999.70	$4,119.70
Preserved Classification (For those Grade 1 Year 7 Employees electing not to translate to Grade 3 at the commencement of the 2024 Agreement)					
Grade 2 Year 7 (Grandfathered from 2020 Agreement)	$1692.10	$1,787.40	$1,841.00	$1,896.20	$1,953.10

4. Health Professionals Classifications – AHP2

4.1 Community Development Workers' salaries

Classification	Current Agreement Rate	FFPPOA 1 Nov 2025	FFPPOA 20 May 2026	FFPPOA 20 May 2027	FFPPOA 20 May 2028
COMM DEV WKR CL1 YR1	$1,179.00	$1,244.70	$1,282.00	$1,320.50	$1,360.10
COMM DEV WKR CL1 YR2	$1,225.80	$1,294.10	$1,332.90	$1,372.90	$1,414.10
COMM DEV WKR CL1 YR3	$1,272.50	$1,343.50	$1,383.80	$1,425.30	$1,468.10
COMM DEV WKR CL1 YR4	$1,360.20	$1,436.00	$1,479.10	$1,523.50	$1,569.20
COMM DEV WKR CL2A Y1	$1,267.00	$1,337.80	$1,377.90	$1,419.20	$1,461.80
COMM DEV WKR CL2A Y2	$1,272.50	$1,360.40	$1,401.20	$1,443.20	$1,486.50
COMM DEV WKR CL2A Y3	$1,319.50	$1,412.20	$1,454.60	$1,498.20	$1,543.10
COMM DEV WKR CL2A Y4	$1,366.90	$1,468.50	$1,512.60	$1,558.00	$1,604.70

Classification	**Current Agreement Rate**	**FFPPOA 1 Nov 2025**	**FFPPOA 20 May 2026**	**FFPPOA 20 May 2027**	**FFPPOA 20 May 2028**
COMM DEV WKR CL2A Y5	$1,418.60	$1,497.80	$1,542.70	$1,589.00	$1,636.70
COMM DEV WKR CL2A Y6	$1,468.20	$1,550.00	$1,596.50	$1,644.40	$1,693.70
COMM DEV WKR CL2A Y7	$1,489.40	$1,572.40	$1,619.60	$1,668.20	$1,718.20
COMM DEV WKR CL2A Y8	$1,565.40	$1,652.60	$1,702.20	$1,753.30	$1,805.90
COMM DEV WKR CL2A Y9	$1,615.00	$1,705.10	$1,756.30	$1,809.00	$1,863.30
COMM DEV WKR CL2A Y10	$1,664.60	$1,757.20	$1,809.90	$1,864.20	$1,920.10
COMM DEV WKR CL2B Y1	$1,565.40	$1,652.60	$1,702.20	$1,753.30	$1,805.90
COMM DEV WKR CL2B Y2	$1,615.00	$1,715.40	$1,766.90	$1,819.90	$1,874.50
COMM DEV WKR CL2B Y3	$1,664.60	$1,757.40	$1,810.10	$1,864.40	$1,920.30
COMM DEV WKR CL2B Y4	$1,714.60	$1,810.20	$1,864.50	$1,920.40	$1,978.00

Classification	**Current Agreement Rate**	**FFPPOA 1 Nov 2025**	**FFPPOA 20 May 2026**	**FFPPOA 20 May 2027**	**FFPPOA 20 May 2028**
COMM DEV WKR CL2B Y5	$1,761.80	$1,860.00	$1,915.80	$1,973.30	$2,032.50
COMM DEV WKR CL2B Y6	$1,813.50	$1,914.50	$1,971.90	$2,031.10	$2,092.00
COMM DEV WKR CL3 YR1	$1,714.60	$1,819.10	$1,873.70	$1,929.90	$1,987.80
COMM DEV WKR CL3 YR2	$1,761.80	$1,869.10	$1,925.20	$1,983.00	$2,042.50
COMM DEV WKR CL3 YR3	$1,813.50	$1,923.90	$1,981.60	$2,041.00	$2,102.20
COMM DEV WKR CL3 YR4	$1,880.10	$1,994.60	$2,054.40	$2,116.00	$2,179.50

4.2 Welfare Workers salaries

Classification	**Current Agreement Rate**	**FFPPOA 1 Nov 2025**	**FFPPOA 20 May 2026**	**FFPPOA 20 May 2027**	**FFPPOA 20 May 2028**
WELFARE WKR CL 1 YR1	$1,086.60	$1,147.10	$1,181.50	$1,216.90	$1,253.40

WELFARE WKR CL 1 YR2	$1,145.00	$1,208.80	$1,245.10	$1,282.50	$1,321.00
Classification	**Current Agreement Rate**	**FFPPOA 1 Nov 2025**	**FFPPOA 20 May 2026**	**FFPPOA 20 May 2027**	**FFPPOA 20 May 2028**
WELFARE WKR CL 1 YR3	$1,170.10	$1,235.40	$1,272.50	$1,310.70	$1,350.00
WELFARE WKR CL 1 YR4	$1,212.40	$1,280.10	$1,318.50	$1,358.10	$1,398.80
WELFARE WKR CL 1 YR5	$1,245.60	$1,319.90	$1,359.50	$1,400.30	$1,442.30
WELFARE WKR CL 1 YR6	$1,292.50	$1,366.70	$1,407.70	$1,449.90	$1,493.40
WELFARE WKR CL 1 YR7	$1,369.90	$1,443.10	$1,486.40	$1,531.00	$1,576.90
WELFARE WKR CL 2 YR1	$1,245.60	$1,384.50	$1,426.00	$1,468.80	$1,512.90
WELFARE WKR CL 2 YR2	$1,292.50	$1,424.30	$1,467.00	$1,511.00	$1,556.30
WELFARE WKR CL 2 YR3	$1,327.90	$1,478.60	$1,523.00	$1,568.70	$1,615.80
WELFARE WKR CL 2 YR4	$1,394.50	$1,537.40	$1,583.50	$1,631.00	$1,679.90

WELFARE WKR CL 3 YR1	$1,374.50	$1,451.10	$1,494.60	$1,539.40	$1,585.60
Classification	**Current Agreement Rate**	**FFPPOA 1 Nov 2025**	**FFPPOA 20 May 2026**	**FFPPOA 20 May 2027**	**FFPPOA 20 May 2028**
WELFARE WKR CL 3 YR2	$1,420.70	$1,499.90	$1,544.90	$1,591.20	$1,638.90
WELFARE WKR CL 3 YR3	$1,500.40	$1,584.10	$1,631.60	$1,680.50	$1,730.90
WELFARE WKR CL 4 YR1	$1,496.40	$1,579.80	$1,627.20	$1,676.00	$1,726.30
WELFARE WKR CL 4 YR2	$1,539.00	$1,624.60	$1,673.30	$1,723.50	$1,775.20
WELFARE WKR CL 4 YR3	$1,599.10	$1,709.50	$1,760.80	$1,813.60	$1,868.00

4.3 Youth Worker salaries

Classification	Current Agreement Rate	FFPPOA 1 Nov 2025	FFPPOA 20 May 2026	FFPPOA 20 May 2027	FFPPOA 20 May 2028
YOUTH WKR CL 1 YR 1	$1,141.50	$1,205.20	$1,241.40	$1,278.60	$1,317.00
YOUTH WKR CL 1 YR 2	$1,203.60	$1,270.70	$1,308.80	$1,348.10	$1,388.50
YOUTH WKR CL 1 YR 3	$1,229.80	$1,298.30	$1,337.20	$1,377.30	$1,418.60

YOUTH WKR CL 1 YR 4	$1,274.80	$1,345.70	$1,386.10	$1,427.70	$1,470.50
YOUTH WKR CL 1 YR 5	$1,309.90	$1,382.90	$1,424.40	$1,467.10	$1,511.10
Classification	**Current Agreement Rate**	**FFPPOA 1 Nov 2025**	**FFPPOA 20 May 2026**	**FFPPOA 20 May 2027**	**FFPPOA 20 May 2028**
YOUTH WKR CL 1 YR 6	$1,359.80	$1,435.60	$1,478.70	$1,523.10	$1,568.80
YOUTH WKR CL 1 YR 7	$1,450.90	$1,531.80	$1,577.80	$1,625.10	$1,673.90

4.4 Lived and Living Experience Workforces salaries

Classification	**Current Agreement Rate**	**FFPPOA 1 Nov 2025**	**FFPPOA 20 May 2026**	**FFPPOA 20 May 2027**	**FFPPOA 20 May 2028**
Level 1 or Cadet					
1.1	$1,193.90	$1,330.80	$1,370.70	$1,411.80	$1,454.20
Level 2					
2.1	$1,324.50	$1,393.40	$1,435.20	$1,478.30	$1,522.60
2.2	$1,352.80	$1,423.90	$1,466.60	$1,510.60	$1,555.90
2.3	$1,382.40	$1,447.30	$1,490.70	$1,535.40	$1,581.50
2.4	$1,405.10	$1,507.10	$1,552.30	$1,598.90	$1,646.80
Level 3					
3.1	$1,463.20	$1,552.80	$1,599.40	$1,647.40	$1,696.80
3.2	$1,507.60	$1,599.40	$1,647.40	$1,696.80	$1,747.70
3.3	$1,552.80	$1,647.40	$1,696.80	$1,747.70	$1,800.10
3.4	$1599.40	$1,696.70	$1,747.60	$1,800.00	$1,854.00

Level 4					
4.1	$1,647.30	$1,747.70	$1,800.10	$1,854.10	$1,909.80
4.2	$1,696.80	$1,800.10	$1,854.10	$1,909.70	$1,967.00
Classification	**Current Agreement Rate**	**FFPPOA 1 Nov 2025**	**FFPPOA 20 May 2026**	**FFPPOA 20 May 2027**	**FFPPOA 20 May 2028**
4.3	$1,747.70	$1,854.10	$1,909.70	$1,967.00	$2,026.00
4.4	$1,800.10	$1,946.80	$2,005.20	$2,065.40	$2,127.30
Level 5					
5.1	$1,890.10	$2,005.30	$2,065.50	$2,127.40	$2,191.20
5.2	$1,946.90	$2,105.50	$2,168.70	$2,233.70	$2,300.70
Level 6					
6.1	$2,044.20	$2,168.70	$2,233.80	$2,300.80	$2,369.80
6.2	$2,105.50	$2,233.80	$2,300.80	$2,369.80	$2,440.90
Level 7					
7.1	N/A	$2,418.70	$2,491.30	$2,566.00	$2,643.00
7.2	N/A	$2,491.20	$2,565.90	$2,642.90	$2,722.20
Level 8					
8.1	N/A	$2,706.70	$2,787.90	$2,871.50	$2,957.70
8.2	N/A	$2,787.90	$2,871.50	$2,957.70	$3,046.40

4.5 Health Professionals Allowances

Health Professionals		FFPPOA	FFPPOA	FFPPOA	FFPPOA	FFPPOA	FFPPOA
	Current	1-Nov-25	20-May-26	1-Jul-26	20-May-27	1-Jul-27	20-May-28
AHP1 Classifications							
Higher Qualification Allowance							
Post Grad Certificate	$55.60	$59.50	$61.30		$63.10	$94.70	$97.50
Post Grad Diploma	$90.50	$96.80	$99.70		$102.70	$154.10	$158.70
Masters	$104.30	$111.60	$115.00		$118.50	$177.80	$183.10
PHd	$139.20	$148.90	$153.40		$158.00	$237.00	$244.10
Oncall Allowance							
Non CATT							
On-call Mon-Friday	$33.10	$39.20	$40.40		$41.60		$42.90
Public Holiday Mon-Friday	$66.20	$68.70	$70.80		$72.90		$75.10
On-call Allowance - Saturday		$68.70	$70.80		$72.90		$75.10

Health Professionals		FFPPOA	FFPPOA	FFPPOA	FFPPOA	FFPPOA	FFPPOA
	Current	1-Nov-25	20-May-26	1-Jul-26	20-May-27	1-Jul-27	20-May-28
On-call Allowance - Sunday		$68.70	$70.80		$72.90		$75.10
On-call Allowance - Weekend Public Holiday	$66.20	$103.00	$106.10		$109.30		$112.60
CATT							
On-call Mon-Friday	$158.20	$174.30	$182.00		$189.70		$208.00
On-call Allowance - Saturday	$158.20	$214.50	$223.80		$233.40		$255.80
On-call Allowance - Sunday and Weekday Public Holiday	$158.20	$234.50	$244.80		$255.20		$279.70
On-call Allowance - Weekend Public Holiday	$158.20	$304.80	$317.90		$331.30		$363.10
Sole Allowance	$62.20	$66.60	$68.60		$70.70		$72.80
Change of Ward Allowance	N/A	$39.30	$40.50		$41.70		$43.00

Health Professionals		FFPPOA	FFPPOA	FFPPOA	FFPPOA	FFPPOA	FFPPOA
	Current	1-Nov-25	20-May-26	1-Jul-26	20-May-27	1-Jul-27	20-May-28
AHP1 Classification							
Shift Allowance - 4% of the rate applicable of the 1st year of experience							
Morning Shift	$31.20	$33.40	$34.40		$35.40		$36.50
Afternoon Shift	$31.20	$33.40	$34.40		$35.40		$36.50
Temporary Night Shift (Mon-Thur)	$70.90	$75.90	$78.20	$88.00	$90.60		$93.30
Temporary Night Shift (Fri-Sat)	$70.90	$75.90	$78.20	$97.80	$100.70		$103.70
Temporary Night Shift (Sun)	$70.90	$75.90	$78.20	$99.30	$102.30		$105.40
Permanent Night (Mon-Thur)	$83.90	$89.80	$92.50	$104.10	$107.20		$110.40
Permanent Night Shift (Fri-Sat)	$83.90	$89.80	$92.50	$115.60	$119.10		$122.70
Permanent Night Shift (Sun)	$83.90	$89.80	$92.50	$117.50	$121.00		$124.60
Casual Night Shift	$70.90	$75.90	$78.20		$80.50		$82.90

Health Professionals		**FFPPOA**	**FFPPOA**	**FFPPOA**	**FFPPOA**	**FFPPOA**	**FFPPOA**
	Current	1-Nov-25	20-May-26	1-Jul-26	20-May-27	1-Jul-27	20-May-28
Change of Shift	$49.80	$53.30	$54.90		$56.60		$58.30
Child Psychotherapists							
Morning Shift	$30.80						
Afternoon Shift	$30.80						
Night Shift	$70.90						
Permanent Night	$83.90						
Change of Shift	$49.36						
Uniform Allowance							
Per Day	$1.95	$2.09	$2.15		$2.21		$2.28
Per Week	$9.79	$10.48	$10.79		$11.11		$11.45
Laundry Allowance							
Per Day	$0.47	$0.50	$0.52		$0.53		$0.55
Per Week	$2.33	$2.49	$2.57		$2.64		$2.72

Health Professionals		FFPPOA	FFPPOA	FFPPOA	FFPPOA	FFPPOA	FFPPOA
	Current	1-Nov-25	20-May-26	1-Jul-26	20-May-27	1-Jul-27	20-May-28
Maximum Leave Loading							
Weekly Salary Exceeds	$1,953.79	$2,062.70	$2,124.60		$2,188.30		$2,253.90
Loading Amount	$1,367.65	$1,641.20	$1,690.40		$1,741.10		$1,793.40
Meal allowance	$16.14	$17.27	$17.79		$18.32		$18.87
Higher Education Recognition Allowance							
Graduate Certificate Equivalent	$55.60	$59.50	$61.30		$63.10		$65.00
Postgraduate Degree, Degree or Double Degree	$90.50	$96.80	$99.70		$102.70		$105.80
Master's Degree, Doctorate or PhD	$104.30	$111.60	$115.00		$118.50		$122.10

5. Management and Administrative Officers

5.1 Management and Administrative Officers Classifications

(a) All Employees employed at the commencement of the Agreement will commence at the first year of experience within the applicable grade. The anniversary date for progression will be either the 20 May 2026 or if not employed on the 20 May 2025, their first 12-month anniversary.

(b) Progression within a grade will then occur after each subsequent 12-month period.

Current Classification	Current agreement rate July 2024	FPPOA 1 Nov 2025	FFPPOA 20 May 2026	FFPPOA 20 May 2027	FFPPOA 20 May 2028
Increase		**3%**	**3%**	**3%**	**3%**
Grade 1A	**$1,087.20**	$1,119.80	$1,153.40	$1,188.00	$1,223.64
Grade 1 Year 1	**$1,216.60**	$1,253.10	$1,290.7	$1,329.40	$1,369.30
Grade 1 Year 2	NA	$1,304.50	$1,343.60	$1,383.90	$1,425.40
Grade 1 Year 3	NA	$1,342.30	$1,382.60	$1,424.10	$1,466.80
Grade 1 Year 4	NA	$1,382.60	$1,424.10	$1,466.80	$1,510.80
Grade 1 Year 5	NA	$1,437.90	$1,481.00	$1,525.40	$1,571.20
Grade 2 Year 1	**$1,389.80**	$1,431.50	$1,474.50	$1,518.70	$1,564.30
Grade 2 Year 2	NA	$1,488.80	$1,533.50	$1,579.50	$1,626.90
Grade 2 Year 3	NA	$1,533.40	$1,579.40	$1,626.80	$1,675.60

Current Classification	Current agreement rate July 2024	FPPOA 1 Nov 2025	FFPPOA 20 May 2026	FFPPOA 20 May 2027	FFPPOA 20 May 2028
Increase		**3%**	**3%**	**3%**	**3%**
Grade 2 Year 4	NA	$1,579.40	$1,626.80	$1,675.60	$1,725.90
Grade 2 Year 5	NA	$1,601.53	$1,649.60	$1,699.10	$1,750.10
Grade 3 Year 1	**$1,549.70**	$1,596.20	$1,644.10	$1,693.40	$1,744.20
Grade 3 Year 2	NA	$1,618.50	$1,667.10	$1,717.10	$1,768.60
Grade 3 Year 3	NA	$1,667.10	$1,717.10	$1,768.60	$1,821.70
Grade 3 Year 4	NA	$1,717.10	$1,768.60	$1,821.70	$1,876.40
Grade 3 Year 5	NA	$1,794.40	$1,848.20	$1,903.70	$1,960.80
Grade 4 Year 1	**$1,741.40**	$1,793.60	$1,847.40	$1,902.80	$1,959.90
Grade 4 Year 2	NA	$1,870.80	$1,926.90	$1,984.70	$2,044.20
Grade 4 Year 3	NA	$1,926.90	$1,984.70	$2,044.20	$2,105.50
Grade 4 Year 4	NA	$1,984.70	$2,044.20	$2,105.50	$2,168.70
Grade 4 Year 5	NA	$2,012.50	$2,072.90	$2,135.10	$2,199.20
Grade 5 Year 1	**$1,932.90**	$1,990.90	$2,050.60	$2,112.10	$2,175.50
Grade 5 Year 2	NA	$2,040.70	$2,101.90	$2,165.00	$2,230.00

Current Classification	Current agreement rate July 2024	FPPOA 1 Nov 2025	FFPPOA 20 May 2026	FFPPOA 20 May 2027	FFPPOA 20 May 2028
Increase		**3%**	**3%**	**3%**	**3%**
Grade 5 Year 3	NA	$2,103.90	$2,167.00	$2,232.00	$2,299.00
Grade 5 Year 4	NA	$2,164.90	$2,229.90	$2,296.80	$2,365.70
Grade 5 Year 5	NA	$2,195.20	$2,261.10	$2,328.90	$2,398.80
Grade 6 Year 1	**$2,124.60**	$2,188.30	$2,254.00	$2,321.60	$2,391.30
Grade 6 Year 2	NA	$2,219.00	$2,285.60	$2,354.20	$2,424.80
Grade 6 Year 3	NA	$2,285.50	$2,354.10	$2,424.70	$2,497.40
Grade 6 Year 4	NA	$2,354.10	$2,424.70	$2,497.40	$2,572.30
Grade 6 Year 5	NA	$2,387.10	$2,458.70	$2,532.50	$2,608.50
Grade 7 Year 1	**$2,348.20**	$2,418.70	$2,491.30	$2,566.00	$2,643.00
Grade 7 Year 2	NA	$2,479.10	$2,553.50	$2,630.10	$2,709.00
Grade 7 Year 3	NA	$2,553.50	$2,630.10	$2,709.00	$2,790.30
Grade 7 Year 4	NA	$2,630.10	$2,709.00	$2,790.30	$2,874.00
Grade 7 Year 5	NA	$2,699.50	$2,780.50	$2,864.00	$2,949.90

Current Classification	Current agreement rate July 2024	FPPOA 1 Nov 2025	FFPPOA 20 May 2026	FFPPOA 20 May 2027	FFPPOA 20 May 2028
Increase		**3%**	**3%**	**3%**	**3%**
Grade 8	**$2,627.90**	$2,706.70	$2,787.90	$2,871.54	$2,957.70
Grade 9	**$2,856.20**	$2,941.90	$3,030.20	$3,121.11	$3,214.70
Grade 10	**$3,100.50**	$3,193.50	$3,289.30	$3,387.98	$3,489.60

5.2 Management and Administrative Officers Allowances

		FFPPOA	FFPPOA	Night Duty	FFPPOA	FFPPOA
Management and Administrative Officers	**Current**	**1-Nov-25**	**20-May-26**	**1-Jul-26**	**20-May-27**	**20-May-28**
Shift Allowance						
Morning shift	$28.60	$29.50	$30.40		$31.30	$32.20
Afternoon shift	$28.60	$29.50	$30.40		$31.30	$32.20
Temporary Night Shift (Mon-Thur)	$48.70	$50.20	$51.70	$58.20	$60.00	$61.80
Temporary Night Shift (Fri-Sat)	$48.70	$50.20	$51.70	$64.60	$66.50	$68.50
Temporary Night Shift (Sun)	$48.70	$50.20	$51.70	$66.90	$68.90	$71.00
Permanent Night (Mon-Thur)	$60.80	$62.60	$64.50	$72.60	$74.80	$77.00
Permanent Night Shift (Fri-Sat)	$60.80	$62.60	$64.50	$80.60	$83.00	$85.50
Permanent Night Shift (Sun)	$60.80	$62.60	$64.50	$81.00	$83.40	$85.90
Casual Night Shift	$48.70	$50.20	$51.70		$53.30	$54.90
Change of shift	$48.71	$50.20	$51.70		$53.30	$54.90
On-call Mon-Friday	$22.40	$28.20	$29.10		$30.00	$30.90

On-call Public Holiday Mon-Friday	$45.00	$49.40	$50.90		$52.40	$54.00
		FFPPOA	**FFPPOA**	**Night Duty**	**FFPPOA**	**FFPPOA**
Management and Administrative Officers	**Current**	**1-Nov-25**	**20-May-26**	**1-Jul-26**	**20-May-27**	**20-May-28**
On-call Allowance - Saturday	$45.00	$49.90	$50.90		$52.40	$54.00
On-call Allowance - Sunday	$45.00	$49.40	$50.90		$52.40	$54.00
On-call Allowance - Weekend Public Holiday	$45.00	$74.10	$76.30		$78.60	$81.00
Meal Allowance						
After 1 hour of shift	$11.58	$11.93	$12.29		$12.65	$13.03
After 4 hours of shift	$9.42	$9.70	$9.99		$10.29	$10.60
After 5 hours on a Sat, Sun or RDO	$11.58	$11.93	$12.29		$12.65	$13.03
After 9 hours on a Sat, Sun or RDO	$9.42	$9.70	$9.99		$10.29	$10.60
Leave Loading Cap						
Leave Loading Cap (17.5% following weekly amount)	$2,094.10	$2,156.90	$2,221.60		$2,288.30	$2,356.90

6. Support Services Classifications Wages

Classification	Current Rate	FFPPOA 1 Nov 2025	FFPPOA 20 May 2026	FFPPOA 20 May 2027	FFPPOA 20 May 2028
Cook Employed Alone	$1,029.00	$1,238.80	$1,276.00	$1,314.20	$1,353.60
Diet Cook	$1,029.00	$1,238.80	$1,276.00	$1,314.20	$1,353.60
Dietary Supervisor	$1,029.00	$1,238.80	$1,276.00	$1,314.20	$1,353.60
Food and Domestic Assistant	$975.00	$1,059.90	$1,091.70	$1,124.40	$1,158.10
Food Monitor	$1,039.50	$1,238.80	$1,276.00	$1,314.20	$1,353.60
Food Services Supervisor	$1,255.60	$1,455.90	$1,499.60	$1,544.60	$1,590.90
Other Cook	$975.00	$1,129.10	$1,163.00	$1,197.90	$1,233.80
Gardner (Non-Trade)	$1,007.20	$1,129.10	$1,163.00	$1,197.90	$1,233.80
Gardner Trade	$1,096.10	$1,409.10	$1,451.40	$1,495.00	$1,539.90
General Services Supervisor	$1,255.60	$1,455.90	$1,499.60	$1,544.60	$1,590.90
Handy Person Unqualified	$975.00	$1,129.10	$1,163.00	$1,197.90	$1,233.80
Handyperson Advanced	$1,141.50	$1,455.90	$1,499.60	$1,544.60	$1,590.90
Hospital Attendant	$1,029.00	$1,238.80	$1,276.00	$1,314.20	$1,353.60

Classification	Current Rate	FFPPOA 1 Nov 2025	FFPPOA 20 May 2026	FFPPOA 20 May 2027	FFPPOA 20 May 2028
Housekeeper	$1,007.20	$1,129.10	$1,163.00	$1,197.90	$1,233.80
Orderly / Cleaner	$975.00	$1,059.90	$1,091.70	$1,124.40	$1,158.10
Security Officer Grade 1	$1,065.20	$1,302.40	$1,341.50	$1,381.80	$1,423.30
Security Officer Grade 2	$1,096.10	$1,409.10	$1,451.40	$1,495.00	$1,539.90
Patient Services Assistant Level 1	$1,029.00	$1,129.10	$1,163.00	$1,197.90	$1,233.80
Patient Services Assistant Level 2	$1,061.40	$1,200.50	$1,236.50	$1,273.60	$1,311.80
Allied Health Assistant Grade 1	$1,096.20	$1,129.10	$1,163.00	$1,197.89	$1,233.80
Allied Health Assistant Grade 2	$1,202.70	$1,238.80	$1,276.00	$1,314.28	$1,353.70
Allied Health Assistant Grade 3	$1,264.50	$1,302.40	$1,341.50	$1,381.75	$1,423.20

6.1 Support Services Allowances

		FFPPOA	FFPPOA	FFPPOA	FFPPOA	FFPPOA
Support Services Classifications	**Current**	**1-Nov-25**	**20-May-26**	**1 July 2026**	**20-May-27**	**20-May-28**
Experience Payments						
After 1 years' experience	$7.90	$8.10	$8.30		$8.60	8.9
After 2 years' experience	$15.60	$16.10	$16.60		$17.10	$17.60
After 3 years' experience	$25.10	$25.90	$26.70		$27.50	$28.30
After 4 years' experience	$26.60	$27.40	$28.20		$29.10	$30.00
Shift Allowance						
Morning shift	$26.00	$26.80	$27.60		$28.40	$29.30
Afternoon shift	$26.00	$26.80	$27.60		$28.40	$29.30
Temporary Night Shift (Mon-Thur)	$65.70	$67.70	$69.70	$78.40	$80.80	$83.20
Temporary Night Shift (Fri-Sat)	$65.70	$67.70	$69.70	$87.10	$89.70	$92.40
Temporary Night Shift (Sun)	$65.70	$67.70	$69.70	$97.30	$100.20	$103.20
Permanent Night (Mon-Thur)	$75.30	$77.60	$79.90	$89.90	$92.60	$95.40
Permanent Night Shift (Fri-Sat)	$75.30	$77.60	$79.90	$99.90	$102.90	$106.00

		FFPPOA	FFPPOA	FFPPOA	FFPPOA	FFPPOA
Support Services Classifications	**Current**	**1-Nov-25**	**20-May-26**	**1 July 2026 Night Duty**	**20-May-27**	**20-May-28**
Permanent Night Shift (Sun)	$75.30	$77.60	$79.90	$105.20	108.40	$111.70
Casual Night Shift	$65.70	$67.70	$69.70		$71.80	$74.00
Change of Shift	$41.57	$42.80	$44.10		$45.40	$46.80
Change of Roster	$26.50	$27.30	$28.10		$28.90	$29.80
On-call Mon-Friday	$26.00	$31.90	$32.90		$33.90	$34.90
On-call Public Holiday Mon-Friday	$26.00	$55.90	$57.60		$59.30	$61.10
On-call Allowance - Saturday	$26.00	$47.90	$49.30		$50.80	$52.30
On-call Allowance - Sunday	$26.00	$55.90	$57.60		$59.30	$61.10
On-call Allowance - Weekend Public Holiday	$26.00	$83.80	$86.30		$88.90	$91.60
Nauseous Allowance						
Minimum per week		**$2.86**	**$2.95**		**$3.03**	**$3.12**
Minimum per hour		**$0.62**	**$0.64**		**$0.66**	**$0.68**

Meal Allowance						
After 1 hour of Shift	$16.34	$16.83	$17.34		$17.86	$18.39
After 4 hours of Shift	$13.10	$13.49	$13.90		$14.31	$14.74
		FFPPOA	**FFPPOA**	**FFPPOA**	**FFPPOA**	**FFPPOA**
Support Services Classifications	**Current**	**1-Nov-25**	**20-May-26**	**1 July 2026 Night Duty**	**20-May-27**	**20-May-28**
After 5 hours on a Sat, Sun or RDO	$16.34	$16.83	$17.34		$17.86	$18.39
After 9 hours on a Sat, Sun or RDO	$13.10	$13.49	$13.90		$14.31	$14.74
Uniform Allowance						
Amount per day	$2.21	$2.28	$2.34		$2.41	$2.49
Amount per week	$11.16	$11.49	$11.84		$12.19	$12.56
Laundry Allowance						
Amount per day	$0.54	$0.56	$0.57		$0.59	$0.61
Amount per week	$2.63	$2.71	$2.79		$2.87	$2.96
Interpreter Allowance						

NAATI Accreditation Level 2						
In their second year	$11.40	$11.74	$12.09		$12.46	$12.83
In their third year	$39.60	$40.79	$42.01		$43.27	$44.57
		FFPPOA	**FFPPOA**	**FFPPOA**	**FFPPOA**	**FFPPOA**
Support Services Classifications	**Current**	**1-Nov-25**	**20-May-26**	**1 July 2026 Night Duty**	**20-May-27**	**20-May-28**
In their fourth year	$68.30	$70.35	$72.46		$74.63	$76.87
NAATI Accreditation Level 1						
In their first year	$112.60	$115.98	$119.46		$123.04	$126.73
In their second year	$143.00	$147.29	$151.71		$156.26	$160.95
In their third year	$174.50	$179.74	$185.13		$190.68	$196.40
In their fourth year	$207.07	$213.28	$219.68		$226.27	$233.06
First Aid Allowance	$11.80	$12.20	$12.60		$13.00	$13.40

SCHEDULE 3 : ROLE STATEMENT – MENTAL HEALTH CLINICAL EDUCATOR

1.1 Background

A Statewide framework for the training and development of the psychiatric nursing workforce has been agreed an implemented as part of the 2000 Psychiatric Services Enterprise Bargain Decision.

A Statewide Education Training and Development Reference Group has been established and is responsible for overseeing the implementation of a Professional Development Package.

The following role statement for a RPN4 Clinical Educator forms a key component of the professional development package. The role is expected to focus primarily on work in acute adult, acute CAMHS and acute aged inpatient services.

1.2 Role:

The role will provide professional supervision and support to ensure the effective delivery of quality clinical services and increased knowledge and skills of staff. The role will not carry a clinical caseload.

1.3 Scope:

The role will be responsible for ensuring that all psychiatric nursing staff working in acute inpatients units including child and adolescent, adult and aged have access to adequate and appropriate clinical supervision and support.

1.4 Accountability:

The Clinical Educator RPN4 reports to the Senior Psychiatric Nurse and is expected to work collaboratively with the inpatient unit manager. The role is ultimately accountable to the Mental Health Service Manager.

1.5 Core Functions:

It is intended that this role undertake the following key tasks:

(a) Provide professional support education, training and supervision to inpatient psychiatric nursing staff.

(b) Monitor and advise on standards of psychiatric nursing practice within an inpatient unit and develop strategies to meet identified needs.

(c) Identify models of best practice in psychiatric inpatient nursing and assist in their implementation.

(d) Facilitate preceptorship of student nurses, graduate and post graduate nurses on the inpatient unit.

(e) Participate in the development and implementation of a professional psychiatric nursing development program for the inpatient unit.

(f) Participate in the development and implementation of refresher, re-entry to practice and supervised practice programs within the inpatient unit.

(g) Assist psychiatric nurses in the development of individual professional development plans.

(h) Contribute to quality improvement and research activities focused on further developing best practice acute inpatient psychiatric nursing.

(i) Participate in education and staff development committees and reference groups as required.

2. Role statement - Psychiatric Nurse Consultant RPN5

2.1 Background

A Statewide framework for the training and development of the mental psychiatric nursing workforce was agreed and implemented as part of the 2000 Psychiatric Services Enterprise Bargain Decision

A Statewide Education Training and Development Reference Group has been established and is responsible for overseeing the implementation of a Professional Development Package.

The following role statement for a RPN5 Nurse Consultant forms a key component of the professional development package.

2.2 Role

The role will be responsible for the coordination and implementation of education training and professional development programs for psychiatric nurses. The role will not carry a clinical caseload.

2.3 Scope

The role will address psychiatric nurse education, training and development across the service.

2.4 Accountability

The Psychiatric Nurse Consultant RPN5 reports to the Senior Psychiatric Nurse for the service and is expected to work collaboratively with other senior nurses and program managers. The role is ultimately accountable to the Mental Health Service Manager.

2.5 Core Functions

This role is to undertake the following key tasks:

(a) Provide leadership in the provision for psychiatric nursing education, training and professional development program delivery, including:

(i) Graduate year nursing programs, undergraduate and postgraduate psychiatric nursing

(ii) Core competency training packages

(iii) Specialised training packages

(iv) Re-entry, Refresher and Supervised Practice Programs

(v) Clinical Supervision

(b) Provide professional support to the RPN4 Clinical Educator.

(c) Undertake quality improvement activities.

(d) Be accountable for programs being conducted within the allocated psychiatric nurse training and professional development budget.

(e) Contribute to development of a psychiatric nurse performance review system and participate in the design and delivery of staff development programs arising as a consequence.

(f) Represent psychiatric nursing education, training and professional development issues on service wide committees.

(g) Assist in establishment of and participate in a reference group with other RPN5 Psychiatric Nurse Consultants.

3. Role Statement - Senior psychiatric nurse RPN6/7

3.1 Background

A Statewide framework for the training and development of the psychiatric nursing workforce has been agreed and implemented as part of the 2000 Psychiatric Services Enterprise Bargain Decision.

A Statewide Education Training and Development Reference Group has been established and is responsible for overseeing the implementation of a Professional Development Package.

3.2 Role

The role will ensure the provision of professional supervision and support to psychiatric nurses to ensure the effective delivery of quality clinical services and increased knowledge and skills of staff. The role is not expected to carry a clinical caseload.

3.3 Scope

The role will address psychiatric nurse education, training and development across the service.

3.4 Accountability

The Senior Psychiatric Nurse reports to the Mental Health Service Manager.

3.5 Core Functions

This role is to undertake the following key tasks:

(a) Provide psychiatric nursing leadership within mental health service.

(b) Responsible for overall development and implementation of training and development strategy for psychiatric nursing workforce.

(c) Ensure best practice standards on psychiatric nursing within the defined service.

(d) Develop and promote quality improvement activities and research.

(e) Develop and implement strategies addressing workforce planning and development issues in consultation with service managers and in accord with the agreed staffing plan for the service.

(f) Represent the psychiatric nursing workforce within and to the management of the mental health service and the management of the broader health service within which psychiatric services are delivered.

(g) Advance the utilisation of psychiatric nurse research outcomes into clinical best practice and standards.

(h) Supervise RPN 4 Clinical Educator and RPN5 Psychiatric Nurse Consultants employed within the service.

SCHEDULE 4 : PCNS AND RPN 2 ADVANCED APPLICATION PROCESS

1. Application process to be classified to RPN 2 psychiatric clinical nurse specialist (PCNS) and RPN 2 advanced.

2. For applications for the classification of RPN 2 PCNS or RPN 2 Advanced the following is to apply:

(a) Each Employer will arrange, at regular times and not less than four occasions per year, for the calling of applications for classification to RPN 2 PCNS or RPN 2 1 Advanced. This information is to be permanently available to Psychiatric Nursing staff. All applications are to be considered on merit against the criteria.

(b) Prospective applicants are encouraged to discuss RPN 2 PCNS or RPN 2 Advanced position with their Unit Manager prior to submitting an application. Written application is to be made to the Unit Manager.

(c) Interviews may be conducted by a Psychiatric Nursing panel of no more than three and will include the Unit Manager, Associate Nurse Unit Manager or Psychiatric Nurse Consultant and one other. The decision to conduct formal interviews or not will be at the discretion of the Employer. However, no application will be refused solely on the basis that an interview was not conducted.

(d) Some Employer (for example, where service delivery is similar across the facility) may wish to operate with an 'umbrella' committee for the purpose of interviews.

(e) The successful applicant will be notified in writing within seven days. The pay office will be informed of the new classification at the same time, which will apply from the FFPPOA the date of application.

(f) If the applicant is unsuccessful, the applicant will be notified of the outcome within seven days and an explanation will be given as to the reasons for the decision and may, at the Employee's request, also include suggestions for a professional development plan.

(g) Each Employer will implement an appeal process. The appeal is to be lodged by the applicant with the Unit Manager within two weeks of receiving the rejection letter and heard by the Appeal Committee within four weeks.

(h) An independent appeal panel comprised of RPNs will be convened, from any of the following or their nominees:

The Mental Health Program Director howsoever titled

The Senior Psychiatric Nurse

Nurse Unit Manager

An RPN 2 PCNS or RPN 2 Advanced or another nominee as appropriate. The appeal panel shall not include any person involved in the making of the original decision.

3. Any requirement to continue to meet the Psychiatric Clinical Nurse Specialist criteria (as set out in 145.9(c) to 145.9(e) will occur during rostered time.

4. Transfer of PCNS/RPN 2 Advanced Status where a person appointed as a PCNS/RPN2 Advanced by an Employer commences employment with another Employer within the same specialty, the new Employer will:

(a) advise the PCNS/RPN2 Advanced of the next advertisement period referred to in SCHEDULE 42(a); and

(b) where an application is made for the next advertisement period and is successful, the employee will be paid as a PCNS/RPN2 Advanced back to the date of commencement in the new role.

Nothing in this sub-clause compels an Employee to make an application.

SCHEDULE 5 : CLASSIFICATION DEFINITIONS APPLYING TO HEALTH PROFESSIONALS

Part 1: Schedule 5 is arranged as follows:

Part 1 – Schedule 5 Arrangement

Part 2 – Classification Definitions applying to AHP1 Employees in Mental Health.

Part 3 - Relevant Qualifications for AHP1 Classifications in Mental Health

Part 4 - Classification Definitions applying to AHP2 Employees in Mental Health

Part 5 – Classification Definitions applying to LLEW Employees in Mental Health

Part 2: Classification Definitions Applying to AHP1 Employees in Mental Health

Part 2.1. Application of this Part:

This Part applies to an Employee employed as such with a relevant qualification (see Part B of this Schedule) in the following disciplines:

(a) Aboriginal Mental Health Clinician

(b) Art Therapist

(c) Child Psychotherapist

(d) Counsellor

(e) Exercise Physiologist

(f) Health Information Manager

(g) Music Therapist

(h) Occupational Therapist

(i) Physiotherapist

(j) Play Therapist

(k) Recreation Therapist

(l) Social Worker

(m) Speech Pathologist

(n) Youth Worker (Qualified)

Part 2.2. Guide to the use of classification definitions under this Part:

(a) The broad definitions of work at each level should be met by any individual position being classified at that level. No single example of work (e.g. one duty) can be used as the basis on which to classify a position.

(b) The classification definitions describe four main work areas (clinical, education, management and research) which group similar duties/responsibilities together. Positions are likely to be required to undertake duties or hold responsibilities from a number of work areas, particularly where an employee is required to work in both unit and program project areas or is required to undertake administration duties/functions in addition to from another of the work areas.

(c) The grouping of duties/responsibilities under each work area is not meant to necessarily represent a position in its entirety. In no case should indicative duties/responsibilities from this Agreement be used as a definitive position description for an individual position.

(d) No Employer will utilise the full range of work described at every level in the classification standards. The number and level of positions will be determined by the need to undertake certain tasks and any applicable requirement arising under this Agreement. Some of the work described in the classification standards (e.g. some project duties) may be temporarily assigned to employees classified at a suitable level where there is not an on-going requirement to perform such tasks, and therefore to create a permanent position.

(e) Positions may be routinely required to undertake some duties normally expected of positions classified at lower levels in the structure. The basis of classification of all positions will be according to the chief focus of the position and the highest function regularly performed by the incumbent.

2. AHP1 Grade 1 Employment Model for Pre-Qualified Health Professional Students

2.1 Health Professional Student Employment

(a) Definition

A **Health Professional Student** for the purposes of this clause is a person currently enrolled in a university to undertake a qualifying degree in the disciplines at SCHEDULE 5 – Part 2 and who at commencement, has successfully completed not less than twelve months of the relevant bachelor's degree or qualifying master's degree.

(b) Discipline of student

(i) Social Work

(ii) Occupational Therapy

(iii) Other discipline agreed between the Employer and HACSU.

2.2 Implementation of Health Professional Student Employment Model

By agreement between the Employer and HACSU, an Employer may implement a Health Professional Student Employment Model. It is at the discretion of each Employer as to whether they participate in the Employment Model. Pre-Qualified Health Professional Students are separate and distinct from students not employed by the Employer.

2.3 Employment of Health Professional Students

(a) Pre-Qualified Health Professional Students are employed on a fixed term basis or engaged on a casual basis.

(b) The number of Pre-Qualified Health Professional Student Employees utilised will not exceed one student of each discipline at clause 1.1(b) per unit or team, per shift.

(c) Pre-Qualified Health Professional Student Employees will have performance appraisals conducted in accordance with hospital policy.

(d) In order to balance the Employee's academic obligations and the needs of the Employer, the rostered work of Pre-Qualified Health Professional students will be in shifts of not less than four hours on day or evening shifts, Monday to Sunday.

(e) Pre-Qualified Health Professional Student Employees will be delegated activities and aspects of care by a Grade 3 Health Professional and supervised in providing the delegated activity by the AHP1 Grade 3.

(f) Pre-Qualified Health Professional Student Employees will not be given sole patient allocation and will not have an independent caseload.

(g) Pre-Qualified Health Professional Student Employees will not work in HDU/ICA (however titled).

2.4 Termination of Employment:

(a) Employment will conclude:

(i) when the Employee terminates their employment; or

(ii) when the Employer terminates the employment in accordance with this Agreement; or

(iii) when the Employee successfully completes their course of study, or

(iv) when the Employee withdraws, defers from or fails their degree; or

(v) in the case of a casual, in accordance with sub-clause 26.4 (Casual Employment).

2.5 Rate of Pay for Pre-Qualified Health Professional Student Employees

(a) Health Professional Student Employees will be paid 85% of the AHP1 Grade 2 Year 1 rate of pay set out in Schedule 2.

2.6 Other Terms and Conditions for Pre-Qualified Health Professional Student Employees

All other terms and conditions of employment will be those applying to a Pre-Qualified Health Professional under this Agreement except where this clause explicitly says otherwise.

2.7 Continuity of Service

Continuity of Service as a Pre-Qualified Health Professional Student Employee will include any period of service in the program, provided any gap between employment as a student and commencement of employment as a qualified Health Professional is less than twelve months.

2.8 Notification to HACSU

The Employer will notify HACSU, on request, of:

(a) the participating units/teams/services

(b) EFT quantum and fraction of each of the Health Professional Student disciplines operating within any unit/team/service

(c) the Pre-Qualified Health Professional Student Employment Model Position Description and any other policies or procedures specific to the employment of Health Professional Students.

3. AHP1 Grade 2 - Generic

3.1 Grade 2 – General Definition:

3.1.1 A Grade 2 Employee is an Employee who:

(a) has a relevant qualification for their profession (see **Part B** of this Schedule);

(b) works on routine tasks within the scope of practice for their profession, consulting with a more experienced Employee when problems arise or when dealing with matters they are unfamiliar with

(c) has a protected and supported caseload that is appropriate for their skill level and experience, which may increase in size and complexity with years of service.

3.1.2 Grade 2 will typically be the entry level for new Health Professional graduates who have attained their qualifying degree.

3.1.3 A Grade 2 Employee will receive clinical supervision from a Health Professional Employee in their discipline at a higher grade level.

3.1.4 A Grade 2 Employee will not:

(a) be engaged for higher duties where a higher-level Employee is not on shift

(b) work shifts that would attract the night shift allowance; and/or

(c) be on-call.

3.1.5 An Employee who is new to mental health but has relevant prior experience or overseas qualifications may commence in Grade 2 at a higher pay point.

3.1.6 Grade 2 – Recommended Graduate Program:

An Employer may utilise a 2-year graduate program consisting of the following elements:

(a) In the first year of the graduate program:

(i) weekly supervision for a minimum period of 3 months

(ii) a protected and structured training schedule

(iii) a supported caseload negotiated with supervisor (in community settings); and

(iv) graded and considered workload and complexity.

(b) In the second year of the graduate program:

(i) fortnightly supervision

(ii) a structured training schedule

(iii) a caseload negotiated with supervisor (in community settings); and

(iv) more complex clients, including the opportunity to provide discipline-specific interventions.

(a) Nothing in this sub-clause prevents an experienced clinician from progressing, by agreement between the Employee and Employer within the career structure prior to the completion of the graduate program.

(b) For the avoidance of doubt, this clause does not require an Employer to establish/maintain a 2-year graduate program as described in this clause.

4. AHP1 Grade 3 - Generic

4.1 Grade 3 – General Definition:

4.1.1 A Grade 3 Employee is an Employee required to undertake additional duties/responsibilities to a Grade 2 Employee, for example:

(a) supervising and training students

(b) providing clinical supervision to Grade 2 Employees and Health Professional students

(c) performing work which requires specialist knowledge or depth of experience

(d) contributing to the professional development of junior Employees

(e) contributing to program development and management; and

(f) holding a portfolio; and

(g) in the case of a Health Information Manager, being responsible for clinical trial/data management at recognised trials including national and international trials; and

(h) in the case of a Play Therapist, research/case studies, and/or client and group program supervision and/or evaluation.

4.1.2 A Grade 3 Employee may be rostered on night shift and for on-call.

5. AHP1 Grade 4 – Clinical, Managerial, Education, Research streams

5.1 Grade 4 – General Definition

5.1.1 A Grade 4 Employee is an Employee who:

(a) in addition to undertaking or having the ability to undertake Grade 2 or Grade 3 duties/responsibilities will:

(i) have a minimum of 5 years' relevant (post-graduation) clinical mental health experience; and

(ii) perform more complex tasks than Grade 2 or Grade 3 Employees and operate with a higher degree of practice autonomy; and

(iii) possess specific knowledge in and work in an area of their profession (clinical, educational, research) recognised as requiring high levels of specialist knowledge.

5.1.2 A Grade 4 Employee should have received specialist training or have a demonstrated commitment to professional development in a specific area of practice.

5.2 Role Function

An Employee in a Grade 4 position performs duties within or across the following areas of expertise:

(a) Clinical

(b) Managerial

(c) Education; and/or

(d) Research.

5.3 Clinical

(a) Indicative duties/responsibilities include:

(i) working in a clinical area of their profession that requires high levels of mental health specialist knowledge

(ii) providing clinical supervision of Grade 2 and Grade 3 Employees

(iii) leading a quality improvement initiative or research project within their team/(s)

(iv) acting on expert advisory committees; and/or

(v) providing specialist advice to other Employees or staff in their profession/discipline or other disciplines including secondary consultation.

(b) A Grade 4 Employee whose duties are mostly within the Clinical area of expertise may be described as a Senior Clinician.

5.4 Managerial

(a) Indicative duties/responsibilities include:

(i) May be required to undertake administrative work and/or manage/supervise staff

(ii) advocating to more senior management on behalf of their team

(iii) rostering

(iv) recruitment of staff, including interviewing prospective Employees

(v) coordinating professional supervision

(vi) organising professional development

(vii) budget and/or human resource management; and/or

(viii) responsible for monitoring and management of performance indicators.

(ix) manage multi-disciplinary and/or discipline specific health professional staff and/or other staff within a Community Health (or similar setting).

(b) A Grade 4 Employee whose duties are mostly within the Managerial area of expertise may be described as a Team Leader.

5.5 Education

(a) Indicative duties/responsibilities include:

(i) providing clinical supervision of Grade 2 and Grade 3 Employees

(ii) assisting the teaching of undergraduate students, postgraduate students and/or interns, primarily in a clinical setting

(iii) lecturing in their clinical speciality

(iv) providing education to staff from other professions

(v) assisting with the coordination of student placements; and/or

(vi) assisting a Grade 5 Clinical Educator.

(b) A Grade 4 Employee whose duties are mostly within the Education area of expertise may be described as a Clinical Support Educator (Grade 4).

5.6 Research

(a) Indicative duties/responsibilities include:

(i) conducting research

(ii) contributing to service development, including new practice/s within their profession

(iii) assisting with complex project planning and management

(iv) supervising an Honours student's research project

(v) contributing to the research program and mentoring staff; and/or

(vi) assisting a Grade 5 Researcher (if applicable).

(b) A Grade 4 Employee whose duties are mostly within the Research area of expertise may be described as a Senior Clinician (Research)/Research Assistant (Mental Health).

6. AHP1 Grade 5 – Clinical, Managerial, Education, Research streams

6.1 Grade 5 – General Definition

6.1.1 A Grade 5 Employee is an Employee who:

(a) in addition to undertaking or having the ability to undertake Grade 4 duties/responsibilities will:

(i) have a minimum of 7 years' relevant (post-graduation) clinical mental health experience; and

(ii) perform more complex tasks than Grade 4 Employees and operate with a higher degree of practice autonomy; and

(iii) possess specific knowledge in and work in an area of their profession (clinical, educational, research and/or managerial) recognised as requiring extensive specialist knowledge; and

(iv) holds significant educational, administrative, managerial, research and/or clinical responsibilities; and

(v) may possess a relevant higher academic qualification and/or certification.

6.1.2 An Employer is not obligated to employ to the Grade 5 Allied Health classification unless the work described by this classification is required by the Employer to be undertaken by the Employee.

6.1.3 A Grade 5 Employee will receive clinical supervision from a Health Professional Employee.

6.2 Role Function

An Employee in a Grade 5 position performs duties within or across the following areas of expertise:

(a) Clinical

(b) Managerial

(c) Education; and/or

(d) Research.

6.3 Clinical

(a) Indicative duties/responsibilities include:

(i) being a specialist in a clinical area of their profession which requires extensive specialised knowledge and performance

(ii) mentoring and providing supervision to other Employees, including providing discipline-specific supervision of Employees within their discipline

(iii) providing clinical leadership within a discipline; and/or

(iv) participating in clinical research matters under the broad direction of a more senior clinical manager.

(v) providing clinical leadership, program guidance and clinical supervision to junior Employees working in the program

(vi) monitoring and evaluating program outcomes, and developing and managing changes as appropriate

(vii) liaising and negotiating with significant facility and community-based agents about the program

(viii) providing clinical consultancy and clinical advice around service development

(ix) conducting research projects into clinical matters; and/or

(x) utilising advanced specialist clinical mental health knowledge and skills to influence quality of care within a specialised aspect of practice across a number of wards or programs (e.g. family practice).

(b) A Grade 5 Employee whose duties are mostly within the Clinical area of expertise may be described as a Lead or Advanced Clinician or

(c) A Grade 5 Employee (at an Employer with an existing Grade 5 Discipline Senior at the commencement of this Agreement) appointed within the Clinical area of expertise as a Discipline Senior.

6.4 Managerial

(a) Indicative duties/responsibilities include:

(i) Managing/leading a team in a multi-disciplinary setting (usually within a program) and report to a Chief/Director/Manager of Allied Health (or similar).

(ii) management of a program/s, such as the quality assurance program

(iii) leading and participating in the activities of a significant clinical program, including establishing the parameters of services, clinical standards and objectives, and ensuring effective resource utilisation

(iv) rostering

(v) recruitment of staff, including interviewing prospective Employees

(vi) coordinating professional supervision

(vii) organising professional development

(viii) budget and/or human resource management; and/or

(ix) responsible for monitoring and management of performance indicators.

(b) A Grade 5 Employee whose duties are mostly within the Managerial area of expertise may be described as a Manager/Team Manager or a Team Leader (in a community setting).

6.5 Education

(a) Indicative duties/responsibilities include:

(i) providing specialist education programs

(ii) leading and coordinating clinical education within a multidisciplinary setting or of a cohort of students

administering and managing relationships with universities and other education providers

(iii) coordinating and planning the clinical teaching and/or training program; and/or

(iv) ensuring key competencies are maintained in line with policy frameworks.

(b) A Grade 5 Employee whose duties are mostly within the Education area of expertise may be described as a Clinical Educator (Grade 5).

6.6 Research

(a) Indicative duties/responsibilities include:

(i) managing a discipline-specific research program

(ii) directing and coordinating research and clinical trials

(iii) presenting research papers at professional conferences and seminars

(iv) authoring or co-authoring a research paper

(v) assisting with initiation of funding applications

(vi) supervising an Honours or master’s student’s research project

(vii) publishing in their clinical speciality; and/or

(viii) leading and driving the research agenda and capability within a discipline or area.

(b) A Grade 5 Employee whose duties are mostly within the Research area of expertise may be described as a Senior Researcher (Mental Health).

7. AHP1 Grade 6 – Clinical, Managerial, Education, Research

7.1 Grade 6 – General Definition

A Senior Employed appointed in accordance with the below descriptors:

7.2 Role Function

An Employee in a Grade 6 position performs duties within or across the following areas of expertise:

(a) Clinical

(b) Managerial

(c) Education; and/or

(d) Research

7.3 Clinical

A Grade 6 Employee appointed within the Clinical area of expertise may be described as a Discipline Senior.

7.4 Managerial

(a) Indicative duties/responsibilities may include:

(i) budget and/or human resource management in a department or area that may have a larger number of staff than a department or area managed by a Grade 5 Manager; and

(ii) providing operational management at a senior level

(b) A Grade 6 Employee whose duties are mostly within the Managerial area of expertise may be described as a Senior Manager. A Grade 6 Employee whose duties are mostly within the Managerial area of expertise is not required to carry a clinical load.

7.5 Education

(a) Indicative duties/responsibilities may include:

(i) participating in a course advisory committee for a university; and/or

(ii) having overall responsibility for the clinical teaching and/or training program.

(b) A Grade 6 Employee whose duties are mostly within the Education area of expertise may be described as a Lead Clinical Educator/Clinical Education Manager.

7.6 Research

(a) Indicative duties/responsibilities may include:

(i) managing the department's research program

(ii) directing and coordinating research

(iii) being the primary initiator of funding applications

(iv) publishing in their clinical speciality

(v) leading the translation of research into clinical practice within the service; and/or

(vi) leading and driving the research agenda and capability in the department or service.

(b) A Grade 6 Employee whose duties are mostly within the Research area of expertise may be described as Lead Researcher (Mental Health) or Academic Partnership Officer. A Grade 6 Employee whose duties are mostly within the Research area of expertise is not required to carry a clinical load.

8. AHP1 Grade 7

8.1 Grade 7 – General Definition

A Grade 7 Employee is an Employee who is appointed as a Deputy Director of Allied Health (Mental Health) however titled.

9. AHP1 Grade 8

9.1 Grade 8 – General Definition

A Grade 8 Employee is an Employee who is appointed as a Director of Allied Health (Mental Health).

Part 3: Relevant Qualifications for AHP1 Classifications in Mental Health

Discipline	Qualification Requirement
Aboriginal Mental Health Clinician	An Employee who has completed a Bachelor of Health Sciences (Mental Health) at Charles Sturt University.
Art Therapist	An Employee who has completed a tertiary degree or an equivalent qualification in the field of art therapy or such course recognised by the Australian and New Zealand Arts Therapy Association as being equivalent.
Child Psychotherapist	An Employee who holds a relevant qualification and has completed a post-graduate course of study in Psychotherapy
Counsellor	An Employee who holds a relevant tertiary qualification as recognised by the Employer
Exercise Physiologist	An Employee who holds a Bachelor of Science Degree, Bachelor of Applied Science Degree, Bachelor of Exercise and Sports Science Degree, Bachelor of Exercise Science, or equivalent.
Health Information Manager	An Employee who has passed examinations qualifying them for admission as a full graduate

	of the Health Information Management Association of Australia.
Music Therapist	An Employee with a tertiary degree or an equivalent qualification in the field of music therapy or such course recognised by the Australian Music Therapy Association as being equivalent.
Occupational Therapist	An Employee who holds a Bachelor of Applied Science (Occupational Therapy) or equivalent or who is a graduate of an Occupational Therapy Training Centre recognised by both or either of the Australian Association of Occupational Therapists Victoria and the World Federation of Occupational Therapists.
Physiotherapist	An Employee who holds a degree or diploma approved by the Physiotherapy Registration Board of Victoria.
Play Therapist	An Employee who holds a Batchelor Degree in Early Childhood Studies, Bachelor of Teaching (Primary) or other Bachelor Qualification as recognised by the Australasian Association of Hospital Paly Therapists.
Recreational Therapists	An Employee who holds a degree or equivalent in Recreation or Physical Education or equivalent.
Social Worker	An Employee whose qualification make them eligible for membership of the Australian Association of Social Workers and who is formally employed as a Social Worker.
Speech Pathologist	An Employee who holds a Bachelor of Applied Science in Speech Pathology or an equivalent qualification as recognised by Speech Pathology Australia.
Youth Worker	An Employee engaged in Youth Work who holds a related tertiary qualification (of at least three years duration) at a university or college of advanced education with a major in the group dynamics and behavioural studies area.

Part 4: Classification Definitions Applying to AHP2 Employees in Mental Health

4.1 Application of this Part:

(a) This part applies to an Employee employed as such with a relevant qualification (see Part B of this Schedule) in the following disciplines:

(i) Community Development Worker

(ii) Welfare Worker; and

(iii) Youth Worker (Non-Degree Qualified)

4.2 Welfare Work

Welfare Work within Social and Community Service includes:

- information collection and provision related to benefits and services and community resources available to clients
- assistance in the resolution of specified problems
- supportive counselling to clients without complex personal problems
- direct service provision and care for people in residential settings, day and occasional care settings
- referral and liaison to other professionals and agencies
- community work including the organising of community facilities to meet gaps in services or developing community interest and action in providing for social welfare needs.

(a) Qualified Welfare Worker

(i) An Employee working in the field of social and community service who is qualified from a tertiary institution after two years' study (one year if admission age is 21 years or over) including major studies in welfare work.

(ii) Provided that an Employee covered by this classification may, by way of practical experience in welfare work or related areas of employment, be recognised by notice in writing by their Employer as coming within the scope of this definition.

(b) Welfare Worker Class I

(i) All qualified Welfare Workers, who are required to perform their duties under supervision.

(ii) A sole Welfare Worker with less than twelve months' experience shall be paid during their first twelve months at the rate of Welfare Worker class I, year 4.

(c) Welfare Worker Class II

All qualified Welfare Workers, who are required to undertake some administrative responsibility, including:

(i) a Welfare Worker who is required to take charge of an agency or department, with a staff of up to 3 workers covered by the Determination, or with a staff of at least one worker covered by the Determination and other Employees, totalling at least 6 in number, who are employed as part of the permanent establishment on a regular monthly contract of employment of at least the normal full-time ordinary hours of such agency or department;

(ii) a sole Welfare Worker who shall have a minimum of twelve months' experience (although this condition may be waived by mutual agreement between the Employer and Employee);

(iii) a Welfare Worker who is required to be responsible for a major activity or group of activities within an Agency or department; or

(iv) a Welfare Worker appointed as a Deputy to a Welfare Worker Class III.

(d) Welfare Worker Class III

All qualified Welfare Workers who are required to:

(i) take charge of an Agency or Department with a staff of more than 3 and up to 7 workers, covered by the Determination, or with a staff of at least two workers covered by the Determination, plus other Employees totalling 12 in number, who are employed as part of the permanent establishment on a regular monthly contract of employment of at least the normal full-time ordinary hours of such Agency or Department;

(ii) a Welfare Worker who acts as a Deputy to a Welfare Worker Class IV;

(iii) a Welfare Worker in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Welfare Worker appointed under (i) hereof.

(e) Welfare Worker Class IV

All qualified Welfare Workers who are required to undertake senior administrative responsibilities including:

(i) a Welfare Worker in charge of an Agency or Department with a staff of 8 or more Employees, covered by the Determination, or with a staff of at least 6 Employees covered by the Determination, plus other Employees totalling at least 13 in number who are employed as part of the permanent establishment on a regular monthly contract of employment of at least the normal full-time ordinary hours of such Agency or Department;

(ii) any Welfare Worker employed in a position the responsibilities of which are mutually agreed by the Employer and the Employee to be equal to those of a Welfare Worker employed under (a) hereof.

(f) Provided that where an Employee under clause 101.5 is reclassified by their existing Employer from class I to class II or class II to class III, the following shall apply:

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

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

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

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

(g) For the purposes of Schedule 5, Part 3, clause 3.2, yearly increments are based on years of full-time practical experience or service or part-time equivalent service in the performance of welfare work.

4.3 Community Development Work

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

Community Development Work means working with a community to address issues, needs and problems for that community through facilitating collective solutions, by the use of one or more of the following:

- research and analysis of community issues, needs or problems
- development and maintenance of community resources
- community organisation
- development, maintenance and evaluation of community programs
- community policy development, interpretation and implementation
- community planning
- representation, advocacy, negotiation and mediation within and between communities, agencies, institutions and government
- development and maintenance of networks
- liaison with community groups, other workers and professional, agencies and government
- development and transfer of skills and knowledge in community organisation, community education, advocacy, resource development, cultural awareness and other relevant areas, within the community
- public and community education and public relations
- preparation and distribution of written, audio-visual and other material as required
- administrative tasks associated with the maintenance of 'community' projects including preparation of submissions, reports of financial documentation
- assisting individual members of a community in relation to other professionals, institutions, community agencies, government and other bodies
- community campaign development and organisation but excluding the predominant use of direct service delivery to clients, individual casework and counselling.

(c) **Community Development Worker**

Any person (however titled) carrying out Community Development Work in:

(i) community or neighbourhood houses and learning centres

(ii) community housing or tenant's rights services or projects

(iii) equal opportunity or affirmative action projects

(iv) women's service or projects

(v) disabilities rights projects and services for people with disabilities

(vi) community financial counselling services, community legal services, social justice services or projects, community health and occupational health and safety projects

(vii) self-help groups or projects

(viii) environmental action groups or projects

(ix) community information projects or services

(x) community arts, writing, theatre or other cultural projects

(xi) international aid agencies or projects; or

(xii) any agency, group, project or service including the following

A. aboriginal community workers, including Aboriginal Health Liaison Officers

B. ethnic community workers (however titled), including Ethnic health workers; or

C. community education officers.

(d) **Qualified Community Development Worker**

(i) An Employee engaged in Community Development Work who holds a post-secondary qualification in Community Work, Community Education Multicultural or Ethnic Studies, Aboriginal Studies, Urban Studies, Community or Welfare Administration (all however titled) or a related and relevant post-secondary qualification from a post-secondary educational institution.

(ii) For the purposes of this clause 3.3, post-secondary qualifications in Social Work, Welfare Work and Youth Work (however titled) are recognised as relevant qualifications.

(iii) An Employee may, through practical experience and skills in Community Development Work, or related areas of employment, be recognised by notice in writing by the Employer as coming within the scope of this definition.

(iv) An Indigenous Community Worker who has participated in relevant short courses of training in the practical skills of community development work is deemed to be a Qualified Community Development Worker when engaged in Community Development Work with or within their 'Indigenous Community'.

(e) **Indigenous Community Development Worker**

An Employee who has:

(i) direct life experience in and as a member of a particular 'community' (as defined) from which the Employee is drawn and in which they are working

(ii) knowledge, skills and experience of the culture in which they belong

(iii) fluency in the community language/s (where relevant).

(f) An 'Indigenous Community Development Worker' includes an Aboriginal worker working with an Aboriginal Community, an Ethnic Worker working with the relevant Ethnic Community and a Self-Help Worker employed to work with the

Self-Help community from which they came. Community Development Worker Class I

(i) All persons who are performing Community Development Work under the direct supervision of more experienced community development workers who must be based in the same workplace as the persons being supervised.

(ii) A qualified Community Development Worker with less than twelve months' experience who is being supervised by a more experienced qualified Community Development Worker shall commence at the rate of class I, year 2, unless the supervised worker is a qualified Social Worker or holds a post-graduate qualification in Community Development Work (as defined) in which case the worker will commence at the rate of class I, year 4.

(iii) A Community Development Worker under direct supervision who has administrative responsibilities shall commence at not less than class I, year 3, notwithstanding any of the above commencement rates.

(g) **Community Development Worker Class II**

(i) An Employee who is performing Community Development Work and who is not working under the direct supervision of a more experienced community development worker and includes a sole community development worker employed in a workplace or one who has unsupervised administrative responsibilities.

(ii) A qualified Community Development Worker cannot be supervised by a less experienced unqualified or qualified community development worker and must be paid as class II Community Development Worker at the appropriate qualification level (as defined).

(iii) A qualified Welfare Worker (as defined) performing community development work without direct supervision shall commence at not less than class II(a), year 3.

(iv) An Indigenous Community Development Worker (as defined) working without direct supervision shall commence at not less than class II(a), year 3. If an Indigenous Community Development Worker does possess a qualification (as defined) they shall commence at a level not less than that defined for the qualification possessed.

(v) A qualified Youth Worker (as defined) performing community development work without direct supervision shall commence at not less than class II(a), year 5.

(vi) A sole Community Development Worker employed in a workplace or a community development worker performing outreach community development work shall commence at not less than class II(a), year 5.

(vii) A Community Development Worker who is performing social research shall commence at not less than class II(a), year 7 unless the worker possesses a social work qualification or a post-graduate qualification

in community development work or a qualification in social or behavioural sciences, in which case the worker shall commence at no less than the level defined for these qualifications.

(viii) A Community Development Worker working without direct supervision who possesses a qualification in community development work other than a post-graduate qualification shall commence at not less than class II(a), year 7.

(ix) A Community Development Worker with a tertiary qualification in the social and behavioural sciences shall commence at not less than class II(a), year 7.

(x) A qualified Social Worker or Community Development Worker holding a post-graduate qualification in community development work performing community development work shall be employed at the classification class II(b).

(xi) A Community Development Worker engaged in policy development or policy advice shall commence at not less than class II(b), year 1.

(xii) A Community Development Worker engaged in community education or community training programs shall commence at not less than class II(b), year 1.

(xiii) A qualified Social Worker shall commence at not less than class II(b), year 1.

(xiv) A qualified Community Development Worker with a post-graduate qualification shall commence at not less than class II(b), year 2.

(h) **Community Development Worker Class III**

All persons performing Community Development Work who are required to provide direct supervision of other community development workers, administrative or support workers. A community development worker employed in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Community Development Worker Class III may be employed as such.

For the purposes of this clause 3.3, yearly increments are based on years of full-time practical experience or service or part-time equivalent in the performance of community development work.

4.4 **Youth Worker (Non-Degree Qualified)**

4.4.1 Definition

Youth work means working with or for young people towards their personal and social development during their transition from childhood to adulthood, and will include one (1) or more of the following:

(i) collection and distribution of materials and information pursuant to their development and need;

(ii) assistance in the resolution of specific problems;

(iii) provision of activities and facility management for leisure time;

(iv) liaison with and referral to other professionals and agencies;

(v) supportive counselling to young people with personal problems or those confronting crisis; and

(vi) coordination of activities or facilities for the development of independent living skills.

4.4.2 Qualified Youth Worker

A. An Employee engaged in youth work (as defined) who holds a Diploma in Youth Studies (however titled) with a major in the group dynamics and behavioural studies area.

B. Provided that an Employee may, by way of practical experience in youth work or related areas of employment, be recognised by notice in writing by their Employer as coming within the scope of this definition.

4.4.3 Youth Worker Class I (1)

A. A Qualified Youth Worker, who is required to perform their duties under supervision.

B. A sole Youth Worker with less than twelve months' experience will be paid during the first twelve months at the Youth Worker class I, year 4 rate, after which they will be classified as a Youth Worker Class II.

4.4.4 Youth Worker Class II (2)

A Qualified Youth Worker, who is required to undertake some administrative responsibility, including:

A. A Youth Worker who is required to take charge of an agency or department, with a staff of up to three (3) Employees covered by the Agreement, or with a staff of at least one (1) Employee covered by the Agreement and other employees, totalling at least six (6) in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such agency or department;

B. A Sole Youth Worker who will have a minimum of twelve months' experience (although this condition may be waived by mutual agreement between the Employer and an Employee with les than twelve month's experience will instead be employed at class II);

C. A Youth Worker who is required to be responsible for a major activity or group of activities within an Agency or department; or

D. A Youth Worker who acts as a Deputy to a Youth Worker Class III.

4.4.5 Youth Worker IIA (2A)

A Youth Worker Class IIA (2A) is an employee who, in addition to meeting the relevant requirement to be classified at Youth Worker Class II (2), would be classified as a Health Professional Employee Level 3 (see Schedule 5 of this Appendix 4) under the Award.

4.4.6 Youth Worker Class III (3)

A Qualified Youth Worker who is required to:

A. Take charge up of an Agency or Department with a staff of more than three (3)and up to seven (7) Employees covered by the Agreement, or with a staff of at least two (2) Employees covered by the Agreement, plus other Employees totalling 12 in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;

B. A Youth Worker who acts as a Deputy to a Youth Worker Class IV;

C. A Youth Worker in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Youth Worker employed under subclause 3.4.7 of Part 3 of Schedule 5.

4.4.7 Youth Worker IIIA (3A)

A Youth Worker Class IIIA (3A) is an employee who, in addition to meeting the relevant requirement to be classified at Youth Worker Class III (3), would be classified as a Health Professional Employee Level 3 (see Schedule 5 of this Appendix 4) under the Award.

4.4.8 Youth Worker Class IV (4)

A Qualified Youth Worker who is required to undertake senior administrative responsibilities including:

A. a Youth Worker in charge of an Agency or Department with a staff of eight (8) or more Employees covered by the Agreement, or with a staff of at least six (6) Employees covered by the Agreement, plus other employees totalling at least 13 in number who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;

B. any Youth Worker employed in a position the responsibilities of which are mutually agreed by the Employer and the Employee to be equal to those of a Youth Worker employed under 3.4.6A of Part 3 of Schedule 5 .

4.4.9 Overlapping Pay Points Between Classes

See subclause 29.2

4.4.10 Increments for Youth Workers

For the purposes of clause 11 of this Section E of this Appendix 4, yearly increments are based on years of full-time practical experience or service, or part-time equivalent service in the performance of youth work.

Part 5: Lived and Living Experience Worker (LLEW) Classification Structure

Introduction

A.1 LLEW Workforce – Overview

(a) Lived and Living Experience Workers (LLEWs) assist consumers, their families and carers to be involved in their, or their family members' treatment, support and recovery planning and inform and enhance services responses by ensuring they are informed by the Lived and Living Experience perspective of consumers and their families, carers and supporters.

(b) Lived and Living Experience Workers have:

(i) a Lived and Living Experience of mental health services, either as a service user or family member/carer; and

(ii) the capacity to understand the intricacies of the mental health system; and

(iii) the ability to support consumers and/or families/carers and present consumer and/or families/carers' perspectives to mental health services.

(c) Lived and Living Experience Workers are a non-clinical workforce, and do not undertake clinical duties rather complement the clinical work of clinical staff within a multi-disciplinary team. They use their lived/living experience in a number of capacities within the industry, that include, but are not limited to,

(i) at the individual level - assisting consumers or their families to navigate various mental health services, provide hope and inspiration, develop and work towards recovery orientated and life goals, as well as understanding their rights and service options.

(ii) at the systems level - to ensure that consumer and carer perspectives are embedded in all aspects of service planning and delivery, including policy, communication, training, community engagement and service improvement.

(d) Lived and Living Experience Workers at all levels utilise the specialist knowledge derived from their direct Lived and Living Experience as a consumer or family carer and may also have secondary qualifications and experience. It is not a requirement for LLEWs Employees at any grade to hold a formal qualification.

(e) For the purposes of this clause, "Practice" refers to the use of a person's lived/living experience to enable them to carry out their role as a member of the lived and living experience workforce(s).

(f) Lived and Living Experience work builds on a foundation of mutuality, where a connection and understanding are developed, which is used to support consumers, families and carers through their journey to hope and possibility. This is extremely highly skilled and specialised work, which requires ongoing training, support and supervision (both discipline-specific supervision and line management supervision). Additional provisions concerning discipline-specific supervision for LLEWs are contained in clause 142.

(g) Lived and Living Experience Workers are able to use their own experiences to inform policy change and service development, where consumer centred care is at the forefront of program design, research, workforce education and staffing.

A.2 Lived and Living Experience Workers will be employed in accordance with the following classification structure. For the avoidance of doubt, this classification structure does not include persons who volunteer as a Lived and Living Experience Worker, in relation to that work.

A.3 An Employer is not required to appoint to every role and level within the structure.

A.4 The implementation of this classification structure will not result in any LLEW employee having their classification downgraded, or suffering any detriment to their classification grade and/or rate of pay as it was immediately prior to the coming into force of this Agreement

B. Peer Cadet Program

B.1 Cadet Programme - Overview

(a) The Peer Cadet Program is run in conjunction with the Department of Health and is only delivered in partnership with an authorised list of services. The following only relates to those services.

(b) The Employer agree to implement a Peer Cadet Program to persons with lived and living experience of mental health to increase the number of entry points into the Lived and Living Experience Workforce (LLEW) within the public mental health system, and provide a supportive and structured environment for learning.

(c) A **Peer Cadet** is person with lived and/or living experience who is currently undertaking the **Certificate IV in Mental Health Peer Work**.

(d) The Peer Cadet Program is an employment opportunity for people with lived and/or living experience undertaking the Certificate IV in Mental Health Peer Work, to enter paid employment across Victoria's public mental health services.

(e) The program offers a paid part-time cadetship of twelve (12) months duration.

(f) Peer Cadets will develop knowledge, skills, and confidence in a structured and supported environment. Throughout their employment cadets will receive supervision, training, and reflective practice opportunities that are discipline specific.

B.2 Employment of Peer Cadets

(a) Peer Cadets will be employed on a fixed-term basis.

(b) All other terms and conditions of employment will be those applying to a LLEW Employee under this Agreement except where this clause explicitly says otherwise.

(c) Where a Peer Cadet is later employed in a mental health service on an ongoing basis, continuity of service as a LLEW Employee will include any period of service in the Peer Cadet Program, provided that any gap between employment as a Peer Cadet and as a LLEW Employee is less than twelve (12) months.

C. LLEW Classification Streams

Lived and Living Experience Worker roles will be classified in one of the following Classification Streams:

(a) Practice

(b) Management

(c) Education

(d) Research

1. LLEW Grade 1

1.1 LLEW Grade 1 – Definition

(a) Grade 1 is an entry level position where people with lived/living experience can develop their knowledge and skill base, working in a multi-disciplinary team. Employees at this level will always work under the direct supervision of a more experienced LLEW at Grade 2 or above and/or clinical staff within the mental health service.

(b) All Grade 1 positions are contained within the Practice Stream.

(c) Regular discipline-specific supervision is required for LLEWs at this grade level.

(d) Grade 1 employees will automatically progress to Grade 2 after 12 months' experience in a LLEW role.

1.2 LLEW Grade 1 – Features

A Grade 1 Employee can demonstrate most or all of the following features:

(a) General

(i) assist consumers and their families/carers to be aware of their rights and responsibilities

(ii) develop the ability to take a person-centred, recovery-oriented and collaborative approach to working alongside consumers, families/carers and supporters

(iii) assist with orientation of mental health service users

(iv) assist relevant staff to provide information to consumers and families/carers which is clear and accessible

(v) provide formal, practical support to consumers, including listening to consumer concerns, providing information about the public mental health system and assist consumers to access appropriate supports

(vi) have a developing knowledge of the impacts of mental illness on the consumer and/or their carers/families

(vii) develop an awareness of the impact of diversity and intersectionality on interpersonal relationships

(b) Communication

(i) assist with communication of mental health service policies and processes to consumers and/or their families/carers

(ii) develop an awareness of consumer relationships and/or family/carer relationships

(iii) assist with communication of program matters to consumers

(c) Judgement

(i) develop basic problem-solving skills to support the needs of consumers and/or their families/carers to achieve best consumer outcomes

(ii) judgement is confined to the application of established policies and processes to support consumers' and/or families/carers' needs in area of operation

(iii) awareness of scope of practice and when to engage the assistance of a more senior LLEW staff member and/or a clinical staff member

(iv) develop the ability to assist consumers and/or families/carers to take the lead in their own recovery

(d) Knowledge and expertise

(i) have Lived and Living Experience as a consumer and/or their family member, carer or supporter

(ii) work at all times with support of higher grade LLEW employee

(iii) contribute to the gathering of resources and information to support consumers and/or their families/carers

(iv) develop the ability to establish trusting relationships with consumers and/or their carers/families

(v) awareness of policies and processes in area of operation

(vi) awareness of applicable legislation in area of operation, including the *Mental Health and Wellbeing Act 2022* (Vic)

(vii) participate in clinical review processes and team activities

(e) Service delivery

(i) assist with supporting consumers and/or their families/carers to self-advocate and be actively involved in decision-making

(ii) develop the ability to assist consumers and/or their families/carers to understanding their rights pursuant to the *Mental Health and Wellbeing Act 2022* (Vic)

(iii) develop an awareness of appropriate resources and services that are available to consumers and their carers/families to support service delivery

(iv) contribute effectively to the ongoing use of person-centred and recovery-oriented practice models

(f) Practice skills

(i) develop an understanding of the values of the program area and apply those values to achieve program objectives

(ii) promote an individual's rights-based approach to achieve best consumer outcomes

(iii) develop an ability to identify and prioritise emotional needs of consumers and/or their families/carers

(iv) participate in discipline-specific supervision

(g) Policy and programs

(i) participate in program development for individual consumers and/or their families/carers in area of operation

(ii) convey learned experience to others in relation to program development

1.3 LLEW Grade 1 – Typical Roles

(a) Consumer Peer Worker

(i) The Consumer Peer Worker's understanding of the needs of consumers derives primarily from their Lived and Living Experience and compliments the professional knowledge and skills of the multi-disciplinary team. The purpose of the position is to provide peer support to consumers; to be involved in their treatment and recovery planning and to participate in providing education. The Consumer Peer Worker will support the consumer through their mental health service journey by providing individual support, education and group interventions aimed at facilitating recovery principles of hope, choice, self-determination and social connectedness.

(b) Family Carer Peer Worker

(i) The Family Carer Peer Worker's understanding of the needs of families, carers and supporters derives primarily from their Lived and Living Experience and compliments the professional knowledge and skills of the multi-disciplinary team. The purpose of the position is to provide peer support to families, carers and supporters in navigating services and being involved in the treatment and recovery planning of the consumer through their mental health service journey. The Family Carer Peer Worker supports families, carers and supporters by providing education, information, linkages and referrals and by promoting self-advocacy and relational recovery.

2. LLEW Grade 2

2.1 LLEW Grade 2 – Definition

(a) Grade 2 is the primary practice level for early career Consumer and Family Carer Peer Workers.

(b) Employees at this level can practice without direct supervision from a more senior LLEW employee, provided that they have access to support from a more senior LLEW employee. They understand the policies and processes in the area that they operate. They prioritise their own work and use their experience to make decisions. Grade 2 Employees may guide, orientate and mentor Grade 1 Employees.

(c) All Grade 2 roles are contained within the Practice Stream.

(d) Regular discipline-specific supervision is required for LLEWs at this grade level.

(e) An Employee with a Certificate IV in Mental Health Peer Work (or equivalent qualification) or at least 12 months' prior experience in a LLEW role will be classified no lower than Grade 2.

(f) Where an Employee is classified at Grade 2 in accordance with subclause 2.1(e), but is not yet practicing at a Grade 2 level, they will be provided with direct supervision and additional support for such time as the Employer considers appropriate.

2.2 LLEW Grade 2 – Features

In addition to those at Grade 1, a Grade 2 Employee can demonstrate most or all of the following features:

(a) General

(i) work alongside the consumer and/or provide information and support directly to the family/carer support network of a consumer

(ii) prioritise their own work

(iii) use Lived and Living Experience to support consumers and carers/families in decision-making regarding service options

(iv) provide orientation to mental health service users

(v) assist other staff to provide information to consumers which is clear and accessible

(vi) promote an individual's rights-based approach to achieve person-centred recovery

(vii) provide role-modelling of alternative strategies and engagement styles to staff

(viii) participate in broader planning regarding an individuals' care needs either from the perspective of the consumer and/or their families/carers, alongside other clinicians and professionals managing the consumer's needs

(ix) apply an awareness of the impact of diversity and intersectionality on interpersonal relationships to their work

(b) Communication

(i) liaise with internal and external stakeholders

(ii) advocate for and support self-advocacy of consumers and/or their support groups including families/carers to internal and external stakeholders

(iii) understand complex consumer relationships and/or family/carer relationships and effectively communicate this within area of operation

(iv) communicate and advance alternative views within the workplace

(c) Judgement

(i) exercise competent problem-solving skills to support the needs of consumers and/or their families/carers to achieve best consumer outcomes

(iv) exercise some autonomy in decision-making within scope of practice

(iii) exercise judgement in the application of policy and programs within area of operation

(iv) assist consumers and/or families/carers to take the lead in their own recovery

(d) Knowledge and Expertise

(i) use Lived and Living Experience as a consumer, family member or carer to contribute knowledge and experience to program and policy development in area of operation

(ii) collate information to help create and guide personalised recovery plans

(iii) understand policies and procedures in area of operation

(iv) interpret and apply policy to area of responsibility

(v) collect and organise relevant information to apply to consumer issues

(vi) knowledge of applicable legislation in area of operation, including the *Mental Health and Wellbeing Act 2022* (Vic)

(vii) contribute effectively to clinical review processes and team activities

(e) Service Delivery

(i) plan access to programs with consumers and/or their carers/families

(ii) develop the ability to synthesise learned experiences to advance service delivery outcomes

(iii) contribute ideas to internal stakeholders regarding the development of service delivery models

(iv) share knowledge and experience with internal stakeholders to contribute to consumer service delivery needs

(v) understand and advance alternative treatment options to consumers and/or their families/carers within a mental health service

(vi) participate in collegiate discussion regarding service delivery options

(f) Practice skills

(i) understand the values of the program area and apply those values to achieve program objectives

(ii) discuss policy and programs options and carers/families

(iii) work with consumers to support self-determination and capacity building

(iv) identify and prioritise emotional needs of consumers and/or their families/carers

(v) ability to navigate complex interpersonal relationships with consumers and/or their families/carers

(g) Policy and Programs

(i) contribute to program development for consumers and/or their families/carers in area of operation

(ii) identify gaps in policy and contribute to policy change within area of operation

2.3 LLEW Grade 2 – Typical Roles

Practice

(a) Consumer Peer Worker (Primary Practice Level)

(i) The Consumer Peer Worker's understanding of the needs of consumers derives primarily from their Lived and Living Experience and compliments the professional knowledge and skills of the multi-disciplinary team. The purpose of the position is to provide peer support to consumers; to be involved in their treatment and recovery planning and to participate in providing education. The Consumer Peer Worker will support the consumer through their mental health service journey by providing individual support, education and group interventions aimed at facilitating recovery principles of hope, choice, self-determination and social connectedness.

(ii) The Consumer Peer Worker at this grade level practises at a higher level to that described at Grade 1 in the support they provide to consumers, drawing from their own personal experiences as a consumer. Grade 2 Consumer Peer Workers can demonstrate their ability to support consumers in a wide range of situations, even outside their own personal Lived and Living Experience.

(b) Family Carer Peer Worker (Primary Practice Level)

(i) The Family Carer Peer Worker's understanding of the needs of families, carers and supporters derives primarily from their Lived and Living Experience and compliments the professional knowledge and skills of the multi-disciplinary team. The purpose of the position is to provide peer support to families, carers and supporters in navigating services and being involved in the treatment and recovery planning of the consumer through their mental health service journey. The Family Carer Peer Worker supports families, carers and supporters by providing education, information, linkages and referrals and by promoting self-advocacy and relational recovery.

3. LLEW Grade 3

3.1 LLEW Grade 3 – Definition

(a) Grade 3 is the advanced practice level for Consumer and Family Carer Peer Workers.

(b) Employees at this grade level practice independently. They have a sound understanding of the policies and processes in the area that they operate. They prioritise their own work and use their experience to make decisions. Grade 3 Employees guide, orientate and mentor LLEW Employees at lower grade levels.

(c) All Grade 3 roles are contained within the Practice Stream.

(d) Regular discipline-specific supervision will be offered to LLEWs at this grade level.

3.2 LLEW Grade 3 – Features

In addition to those at Grades 1 and 2, a Grade 3 Employee can demonstrate most or all of the following features:

(a) General

(i) provide information to consumers which is clear and accessible

(ii) assist in development of skills and knowledge that is transferrable across various service deliver settings

(iii) practice independently

(iv) advise and participate in program and policy development with senior internal staff and management and liaise with and provide advice to external stakeholders

(b) Communication

(i) advise and/or negotiate with internal and external stakeholders

(ii) is relied on by others to provide communication guidance in area of operation

(iii) use a broad range of verbal and written communication skills to support improved service planning, service delivery and evaluation

(c) Judgement

(i) exercise advanced problem-solving skills to support the complex needs of consumers and/or their families/carers to achieve best consumer outcomes

(ii) exercise autonomy in decision-making

(iii) exercise judgement in the application of policy and programs within the mental health service

(iv) focal point for other LLEW Employees as to problem-solving complex individual consumer and/or family/carer needs

(v) relied on by others for advice and decision-making

(d) Knowledge and Expertise

(i) use Lived and Living Experience as a consumer, family member or carer to contribute knowledge and experience to program and policy development in service delivery setting

(ii) advanced knowledge of applicable legislation in area of operation, including the *Mental Health and Wellbeing Act 2022* (Vic)

(iii) ability to apply relevant legislation in practice

(iv) understand policies and procedures in area of operation and in other areas of mental health service

(v) develop and advocate for policy and program change

(vi) develop knowledge and expertise in specialist area of operation

(e) Service Delivery

(i) participate in developing service delivery strategy selection with consumers and/or their families/carers

(ii) synthesise learned experiences to advance service delivery outcomes

(iii) advise internal and external stakeholders on program service delivery requirements

(iv) contribute ideas to internal and external stakeholders regarding the development of service delivery models

(v) relied on by others for guidance about service delivery models

(vi) assist a LLEW manager with program budget including governance and auditing requirements

(f) Practice Skills

(i) relied on by others for guidance about best practice

(ii) practice in a specialist area of operation

(g) Policy and Programs

(i) advise on the development of policy and programs

(ii) understand gaps in policy and advocate for policy change within area of operation

(iii) work alongside consumers with their families/carers and together with clinicians and other mental health service staff

(iv) develop the ability to contribute to systemic policy change within the mental health system

(v) authoritative in policy and program development, implementation and evaluation

(vi) relied on by internal and external stakeholders to respond to initiatives in policy area

3.3 LLEW Grade 3 – Typical Roles

Practice

(a) Senior Consumer Peer Worker

(i) The Consumer Peer Worker's understanding of the needs of consumers derives primarily from their Lived and Living Experience and compliments the professional knowledge and skills of the multi-disciplinary team. The purpose of the position is to provide peer support to consumers; to be involved in their treatment and recovery planning and to participate in providing education. The Consumer Peer Worker will support the consumer through their mental health service journey by providing individual support, education and group interventions aimed at facilitating recovery principles of hope, choice, self-determination and social connectedness.

(ii) The Senior Consumer Peer Worker practices at a higher level to that described at Grade 2 in the support they provide to consumers, and may be engaged to perform work in a specialist area (i.e. family violence, women's recovery, AOD, eating disorders etc.).

(b) Senior Family and Carer Peer Worker

(i) The Family Carer Peer Worker's understanding of the needs of families, carers and supporters derives primarily from their Lived and Living Experience and compliments the professional knowledge and skills of the multi-disciplinary team. The purpose of the position is to provide peer support to families, carers and supporters in navigating services and being involved in the treatment and recovery planning of the consumer through their mental health service journey. The Family Carer Peer Worker supports families, carers and supporters by providing education, information, linkages and referrals and by promoting self-advocacy and relational recovery.

(ii) The Senior Family Carer Peer Worker practices at a higher level to that described at Grade 2 in the support they provide to families and carers, and may be engaged to perform work in a specialist area (i.e. family violence, women's recovery, AOD, eating disorders etc.).

(c) LLEW Shift Leader

(i) The LLEW Shift Leader is appointed to supervise a team of LLEW employees on a shift-by-shift basis.

4. LLEW Grade 4

4.1 LLEW Grade 4 – Definition

(a) Grade 4 is the entry practice level for LLEWs who operate at the systems level (Consumer Consultants and Family Carer Consultants) and the highest direct practice level for Consumer and Family Carer Peer Workers.

(b) Employees at this level practice independently. They have a sound understanding of the policies and processes applicable to them within the mental health service. They prioritise their own work and use their experience to make decisions.

(c) Grade 4 Employees have prior knowledge and experience as Lived and Living Experience Workers within the mental health system and supervise and mentor Employees at lower grade levels (including Peer Cadets).

4.2 LLEW Grade 4 – Typical Roles

Practice

(a) LLEW Supervisor/Coordinator

The LLEW Supervisor/Coordinator has extensive practice experience as a LLEW and supervises Grade 1; Grade 2; and Grade 3 LLEW employees. The Supervisor/Coordinator role is primarily focused on the supervision of the LLEW workforce and maintaining the highest level of practice standards. The supervision they provide may be discipline-specific supervision in accordance with clause 178 and/or line management supervision. The role may assist in review processes and have occasional direct consumer and/or carer/family contact.

(b) Consumer Consultant (Entry Level)

The focus of the Consumer Consultants' work is to assist consumers to be involved in their treatment, support and recovery planning and inform and enhance services responses to quality improvement initiatives and frameworks.

(c) Family Carer Consultant (Entry Level)

The focus of the Family Carer Consultants' work is to assist families and carers to provide assistance and support to carer/families to be involved in their treatment, support, recovery planning and clinical decisions of the person they support.

5. LLEW Grade 5

5.1 LLEW Grade 5 – Definition

This is the most senior level within the Practice Stream.

(a) A Grade 5 Employee will have extensive knowledge and experience as a Lived and Living Experience Worker within the mental health system and supervise and mentor Employees at lower grade levels (including Peer Cadets). The supervision they provide may be discipline-specific supervision in accordance with clause 178. and/or line management supervision.

(b) A LLEW who is the sole Consumer Consultant or Family Carer (howsoever titled) within a mental health service will be engaged at Grade 5.

5.2 LLEW Grade 5 – Typical Roles

Practice

(a) Senior Consumer Consultant

(i) The focus of the Consumer Consultants' work is to assist consumers to be involved in their treatment, support and recovery planning and inform and enhance services responses to quality improvement initiatives and frameworks.

(ii) The Senior Consumer Consultant at Grade 5 practises at a higher level to that described at Grade 4.

(b) Senior Family Carer Consultant

(i) The focus of the Family Carer Consultants' work is to assist families and carers to provide assistance and support to carer/families to be involved in their treatment, support, recovery planning and clinical decisions of the person they support.

(ii) The Senior Family Carer Consultant at Grade 5 practises at a higher level to that described at Grade 4.

Management

(a) LLEW Manager (Grade 5)

(i) A LLEW Manager is appointed to manage a small team of LLEW employees. The Manager is likely to be responsible for recruitment/selection processes and the management of a budget.

Education

(a) LLEW Consumer Educator

(ii) A LLEW Consumer Educator is appointed to develop and provide training and education to LLEW employees on topics relevant to Consumer Peer Work. The Educator also ensures that consumer perspectives are included in all aspects of the education and training provided within the mental health service.

(b) LLEW Family Carer Educator

(i) A LLEW Family Carer Educator is appointed to develop and provide training and education to LLEW employees on topics relevant to Family Carer Peer Work. The Educator also ensures that family/carer perspectives are included in all aspects of the education and training provided within the mental health service.

Research

(d) LLEW Researcher

(ii) A LLEW Researcher is appointed to lead research approved by the Health Services Ethics committee.

6. LLEW Grade 6

6.1 LLEW Grade 6 – Definition

(a) A Grade 6 Employee is an employee appointed to one of the below roles.

(b) A Grade 6 Employee will have extensive knowledge and experience as a Lived and Living Experience Worker within the mental health system.

6.2 LLEW Grade 6 – Typical Roles

Management

(a) LLEW Manager (Grade 6)

(i) A LLEW Manager is appointed to manage a team of Lived and Living Experience Workers. The Manager is likely to be responsible for recruitment/selection processes and the management of a budget. A Grade 6 Manager may be in charge of a larger number of LLEW employees than a Grade 5 Manager.

Education

(b) LLEW Education Manager

A LLEW Education Manager is appointed to manage the Education function of the LLEW Workforce within the mental health workforce of the health service.

Research

(c) LLEW Research Manager

(i) A LLEW Research Manager is appointed to manage the Research function of the LLEW Workforce within the mental health workforce of the health service.

7. LLEW Grade 7

7.1 LLEW Grade 7 – LLEW Deputy Director

(a) A LLEW Deputy Director is appointed within the Executive to support the LLEW Director to provide strategic/operational leadership and overall management of the LLEW Workforce within a mental health service.

(b) A Grade 7 Employee will have extensive knowledge and experience as a Lived and Living Experience Worker within the mental health system.

8. LLEW Grade 8

8.1 LLEW Grade 8 – LLEW Director

(a) A LLEW Director is appointed within the Executive to provide strategic/operational leadership and overall management of the LLEW Workforce within a mental health service.

(b) A Grade 8 Employee will have extensive knowledge and experience as a Lived and Living Experience Worker within the mental health system

SCHEDULE 6 : SUPPORT SERVICES EMPLOYEE CLASSIFICATIONS

This Schedule is arranged as follows:

Part 1 - Skill Levels

Part 2 - Classification Definitions

Part 3 – Patient Services Assistant Structure

Part 4 – Allied Health Assistant Structure

1. Skill Levels

1.1 Level 1

(a) An Employee at this level:

(i) works within established routines, methods and procedures

(ii) has minimal responsibility, accountability or discretion

(iii) works under direct or routine supervision, either individually or in a team; and

(iv) no previous experience or training is required.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	Basic food preparation; the cooking of basic meals; cleaning of food preparation and consumption areas and cooking equipment and utensils and the serving and delivery of meals. - Food and Domestic Services Assistant - Other Cook
General Services	Cleaning; basic maintenance work; General Orderly/Porterage/Courier functions in hospitals or other health services. - Orderly or Cleaner - Maintenance/Handyperson (Unqualified) - All other Employees not elsewhere provided for

1.2 Level 2

(a) An Employee at this level:

(i) works within established routines, methods and procedures

(ii) has limited responsibility, accountability or discretion

(iii) may work under limited supervision, either individually or in a team

(iv) possesses communication skills and

(v) requires on-the-job training and/or specific skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	**Indicative Tasks Performed and Indicative Classifications**
General Services	gardening work requiring no formal qualifications; general housekeeping functions; basic stores work; - Housekeeper - Gardener (non-trade)

1.3 Level 3

(a) An Employee at this level:

(i) is capable of prioritising work within established routines, methods and procedures

(ii) is responsible for work performed with a limited level of accountability or discretion

(iii) works under limited supervision, either individually or in a team

(iv) possesses sound communication skills; and

(v) requires specific on-the-job training and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	**Indicative Tasks Performed and Indicative Classifications**
Food Services	A person responsible for the conduct of a diet kitchen; an unqualified (non-trade) cook employed as a sole cook in a kitchen or an unqualified (non-trade) cook providing specialist cooking functions. - Dietary Supervisor - Cook Employed Alone - Diet Cook
General Services	Hospital Attendant work, including patrol functions; Hospital Attendant

1.4 Level 4

(a) An Employee at this level:

(i) is capable of prioritising work within established routines, methods and procedures

(ii) is responsible for work performed with a medium level of accountability or discretion

(iii) works under limited supervision, either individually or in a team

(iv) possesses sound communication and/or arithmetic skills; and

(v) requires specific on-the-job training and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	An Employee whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results. - Food Monitor

1.5 Level 5

(a) An Employee at this level:

(i) is capable of prioritising work within established policies, guidelines and procedures

(ii) is responsible for work performed with a medium level of accountability or discretion

(iii) works under limited supervision, either individually or in a team

(iv) possesses good communication, interpersonal and/or arithmetic skills; and

(v) requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
General Services	An Employee performing dedicated security functions;. - Security Officer Grade 1

1.6 Level 6

(a) An Employee at this level:

(i) is capable of prioritising work and exercising discretion within established policies, guidelines and procedures

(ii) is responsible for work performed with a medium level of accountability

(iii) works under limited supervision, either individually or in a team

(iv) possesses well developed communication, interpersonal and/or arithmetic skills; and

(v) requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications

1.7 Level 7

(a) An Employee at this level:

(i) is capable of prioritising work and exercising discretion within established policies, guidelines and procedures

(ii) is responsible for work performed with a substantial level of accountability

(iii) works either individually or in a team

(iv) possesses well developed communication, interpersonal and/or arithmetic skills; and

(v) requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group		Indicative Tasks Performed and Indicative Classifications
Food Services	-	A Cook with relevant qualifications.
	-	Trade Cook
General Services	a dedicated Security Officer required to regularly access computers in the course of their employment and/or has been provided with relevant training; - Security Officer Grade 2	

1.8 Level 8

(a) An Employee at this level:

(i) is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures

(ii) is responsible for work performed with a substantial level of accountability

(iii) works either individually or in a team

(iv) may require basic computer knowledge or be required to use a computer on a regular basis

(v) possesses administrative skills and problem-solving abilities

(vi) possesses well developed communication, interpersonal and/or arithmetic skills; and

(vii) requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	**Indicative Tasks Performed and Indicative Classifications**

1.9 Level 9

(a) An Employee at this level:

(i) is capable of functioning with a high level of autonomy, and prioritising their own work within established policies, guidelines and procedures;

(ii) is responsible for work performed with a substantial level of accountability and responsibility

(iii) works either individually or in a team

(iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis

(v) possesses administrative skills and problem-solving abilities

(vi) possesses well developed communication, interpersonal and/or arithmetic skills; and

(vii) may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications

1.10 Level 10

(a) An Employee at this level:

(i) is capable of functioning autonomously, and prioritising their own work within established policies, guidelines and procedures

(ii) is responsible for work performed with a substantial level of accountability and responsibility

(iii) works either individually or in a team

(iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis

(v) possesses administrative skills and problem-solving abilities

(vi) possesses well developed communication, interpersonal and/or arithmetic skills; and

(vii) will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications

1.11 Level 11

(a) An Employee at this level:

(i) is capable of functioning autonomously, and prioritising their own work and the work of others within established policies, guidelines and procedures

(ii) is responsible for work performed with a substantial level of accountability and responsibility

(iii) may supervise the work of others, including work allocation, rostering and guidance

(iv) works either individually or in a team

(v) may require comprehensive computer knowledge or be required to use a computer on a regular basis

(vi) possesses developed administrative skills and problem solving abilities

(vii) possesses well developed communication, interpersonal and/or arithmetic skills; and

(viii) may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
General Services	Supervision, work allocation, on-the-job training and rostering and/or guidance of staff. - General Services Supervisor

2. Classification Definitions

Food Services Classifications:

2.1 Cook Employed Alone

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

2.2 Diet Cook

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

2.3 Dietary Supervisor

(a) Means a person not being a qualified Dietician but responsible for the conduct of a Diet Kitchen.

2.4 Food and Domestic Services Assistant

(a) Means a person employed to clean food preparation and consumption areas, cooking equipment and utensils and serve and deliver meals.

2.5 Food Monitor

(a) An Employee responsible to a catering and/or dietary department whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results for the catering and/or dietary department.

(b) Notwithstanding the provisions of clause 163 (Higher Duties), when the above duties are incidental to other duties performed, higher duties rates shall only apply when the above duties are performed for two hours or more in any day.

2.6 Food Services Supervisor

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

2.7 Other Cook

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

2.8 Trade Cook

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

General Services Classifications:

2.9 Gardener

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

2.10 General Services Supervisor

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

2.11 Hospital Attendant

(a) Means an Employee appointed as such and who, as part of their ordinary duties, is required to perform a patrol function.

2.12 Housekeeper

(a) Means a person employed to perform general housekeeping functions.

2.13 Orderly/Cleaner

(a) Means a person employed to perform basic cleaning and orderly/porterage/courier functions in hospitals or other health services.

2.14 Security Officer Grade 1

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

2.15 Security Officer Grade 2

(a) An Employee as per Security Officer Grade 1 who is required to regularly access computers in the course of their employment and/or has been provided with relevant training.

3. PATIENT SERVICES ASSISTANT STRUCTURE

(a) A Patient Services Assistant (PSA) is a multi-skilled Employee; the majority of whose work is ward based in an acute setting or community health centre. The work of PSAs involves the performance of duties across three or more functional areas of patient support services. PSAs are essentially ward based. PSAs will be encouraged to undertake training, which may include further training to enable them to obtain the certificate or equivalent for career development.

(b) Notwithstanding Schedule 6 above, PSAs are not precluded from undertaking non-ward functions and duties. Employees whose jobs involve casual or irregular ward-based duties, or where their presence on a ward is a minor aspect of their role, are not performing PSA work.

(c) The functional areas covered by PSAs are as follows:

Functions:	**Duties:**
Cleaning and Housekeeping	Ward areas (including toilets, showers, bathrooms, lockers, shelving and infectious rooms etc.)
	Handle patient laundry (including washing and drying of patient laundry)

Functions:	Duties:
	General/administrative areas (including office, cafeteria, stairs and lifts etc.)
	Terminal/discharge bed (re-)making (i.e. Carbolising)
	Equipment and instruments
	Damp and high dusting
	Vacuuming
	Mopping and buffing of floors
	Spot cleaning
	Rubbish removal
	Linen removal
Food and Beverage	Serving of meals to patients
	Food transportation to and from the Ward
	Basic food monitoring (e.g. Checking that food matches the order)
	Replenish refrigerator and pantry supplies
Transport and Couriering	Transporting patients between wards, departments and theatres
	Transporting equipment between wards, departments and theatres
	Couriering x-rays, specimens and patient records
	Movement of deceased patients to the mortuary
Ward Support	Checking of oxygen cylinders
	Filling, distributing and collecting of water jugs and glasses
	Delivery and maintenance of flowers
	Replenish consumables to normal stock levels
	Restocking of ward trolleys or cubicles
	Under direction, and with appropriate training, to assist in patient restraint. This may include code blue and other emergencies as part of a hospital response team
	Message taking
Patient Support	Assist in the lifting and turning of patients (including into and out of wheel chairs and trolleys)
	Assist in lifting and positioning of patients in bed, including by machinery
	Assist with patient facial shaves and pre-operative shaves
	Assist in the transportation of ambulance patients

(d) For the purposes of this definition, ward-based work includes Employees providing patient support services in areas such as outpatient, x-ray, catheter laboratory, nuclear medicine, dialysis and other areas providing patient support services consistent with the functions and duties described in subclause (c) above.

(e) The functions listed in Schedule 6, subclause (c) above are intended to be comprehensive. The listed duties are intended to be indicative, not comprehensive.

(f) In determining the number of functions to be completed by a PSA, it will not be necessary for a PSA to perform any particular number of duties identified as falling within each functional area.

(g) In considering the duties that constitute a function, there must be the inclusion of sufficient duties relevant to the function such that the work in question is an integral and significant part of that function within the operations of the ward. While additional duties may be included, the inclusion of an additional duty or duties does not necessarily equate to an additional function, unless the extra duties constitute a regular part of a shift, or period of work.

(h) Not all PSAs will be expected to perform all of the functions listed in Schedule 6. PSAs at the Grade 2 level will perform four or more functions, and PSAs at the Grade 1 level will perform three functions.

3.2 Patient Services Assistant Grade 1

(a) A Patient Services Assistant at Grade 1 level:

(i) regularly performs duties from three functional areas

(ii) is not required to hold a recognised PSA certificate

(iii) is capable of prioritising work within outlined routines, methods and procedures in three functional areas

(iv) is responsible for work performed with a limited level of accountability or discretion

(v) works under limited supervision, either individually or in a team

(vi) possesses sound communication skills; and

(vii) requires specific on the job training and/or relevant skills training or experience.

3.3 Patient Services Assistant Grade 2

(a) A Patient Services Assistant at Grade 2 level:

(i) regularly performs duties from four or more functional areas

(ii) holds a recognised PSA certificate (or equivalent) from a TAFE College, or equivalent registered training organisation. Those PSAs who did not hold a formal qualification when they were translated to the new PSA classification structure, with effect from 15 April 2003, shall be encouraged to undertake training to obtain a recognised PSA certificate (or equivalent).

(iii) requires specific on the job training and/or relevant skills training or experience

(iv) is capable of prioritising work within established policies, guidelines and procedures across four or more functional areas

(v) is responsible for work performed in accordance with established policies, procedures and approaches

(vi) works under limited supervision, either individually or in a team; and

(vii) possesses good communication, interpersonal and/or arithmetic skills.

PART 4 - ALLIED HEALTH ASSISTANT STRUCTURE

4.1 For the purposes of this structure, an **Allied Health Assistant Qualifications** means a:

(a) Certificate III in Allied Health Assistance (HLT33015) or

(b) Certificate IV in Allied Health Assistance (HLT43015) or

(c) An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.

4.2 Allied Health Assistant Grade 1

Means an Allied Health Assistant who:

(a) **Experience:** Capable of performing work within the scope of an unqualified Allied Health Assistant

(b) **Qualification:** Doesn't hold an Allied Health Assistant Qualification

(c) **Duties:** Performing work delegated by, and under the direct supervision of, an Allied Health Professional, work within the scope of a Grade 1, may include:

- Administration
- Collection, preparation, cleaning and storage of equipment/environment
- Transferring patients/clients to and from therapy
- Monitoring patient/client intervention to ensure adherence
- Completing basic delegated therapy intervention with patient/client
- Demonstrate effective communication and interpersonal skills.

(d) **Progression:** A Grade 1 will automatically progress to Grade 2 where they:

- possess an Allied Health Assistant qualification and,
- has completed a minimum of 80 hours of clinical placement experience

4.3 Allied Health Assistant Grade 2

Means an Allied Health Assistant who:

(a) Experience:

- Capable of performing work within the scope of a qualified Allied Health Assistant
- has completed a minimum of 80 hours of clinical placement experience

(b) Qualification: Holds an Allied Health Assistant Qualification

(c) Duties: Performing work delegated by, and under the supervision of, an Allied Health Professional, work within the scope of a Grade 2 may include, in addition to the duties of a Grade 1:

- Following a prescribed program of activity for clients/patients
- Providing scripted patient/client education
- Conducting basic clinical data collection and/or scripted screening of patients/clients
- Recording patient/client progress and maintaining documents as required
- Using communication and interpersonal skills to assist in meeting the needs of patients/clients

- Demonstrating a capacity to work flexibly across a broad; range of therapeutic and program related activities
- Identifying patient/client circumstances that need additional input from an Allied Health Professional
- Prioritise work and accept responsibilities for outcomes within the limit of their accountabilities
- Assist with the orientation and general supervision of student Allied Health Assistants; and
- Use communication and interpersonal skills to assist in meeting the needs of clients/patients.

a. Progression: A Grade 2 will progress to Grade 3 by appointment only.

4.4 **Allied Health Assistant Grade 3**

Means an Allied Health Assistant appointed as such who:

(a) Experience: Has completed a minimum of three years of experience (full-time equivalent) as a Grade 2 (or equivalent)

(b) Qualification: Holds a Certificate IV in Allied Health Assistance (HLT43015) or equivalent.

(c) Duties: Performing work delegated by, and under the supervision of, an Allied Health Professional, work within the scope of a Grade 3 may include, in addition to the duties of a Grade 2:

- Progressing therapeutic interventions and mobility aids within the delegation set by the Allied Health Professional
- Conducting comprehensive, structured screening of patients/clients to directly assist assessment/management conducted by the Allied Health Professional
- Assisting in designing scripted patient/client education
- Implementing referral procedures in consultation with delegating Allied Health Professional'
- Booking and utilising interpreters in consultation with delegating Allied Health Professional for therapeutic intervention
- Prioritise their own workload in consultation with the delegating Allied Health Professional as required
- Leading and contributing to quality initiatives
- Assisting in the development of policy and procedure documents
- Providing professional development to the Allied Health Assistant workforce
- Assisting the Allied Health Professional with the orientation and general supervision of Grade 1 and Grade 2 Allied
- Health Assistants; and
- Leading the orientation and supervision of student Allied Health Assistants.

SCHEDULE 7 : MANAGEMENT AND ADMINISTRATIVE OFFICERS CLASSIFICATIONS

Part 1

1. This classification structure applies to Management and Administrative Officers other than where expressly excluded below.

2. This classification structure does not apply to:

(a) Positions as classified under Section 2 and/or Section 3 of this Agreement.

(b) Positions that are covered by Victorian Government Health Entity Remuneration Policy (HEER Policy). Chief Executive Officer and Senior Executive classifications are included in the classification system to demonstrate potential career paths available within the Victorian public health sector.

3. Grade 1A

3.1 Description

Administrative Workers Grade 1A are Employees who have limited experience in administrative duties and are working within a well-defined work environment with clearly defined objectives.

3.2 Work Level Standard

(a) Employees are expected to input and extract data, provide basic information and occasionally produce reports. They will be required to balance the operation of a number of clerical systems.

(b) The roles are required to analyse situations and or information, clearly and accurately communicate information. Discretion is limited and bound by existing system procedures and protocols. Outcomes are monitored by a supervisor or audited by a work system.

(c) The system content is factual, involving standard and predictable transactions. Roles may work within mixed teams and employees are expected to work cooperatively with others. Employees may rotate through a variety of tasks, as determined by managers, to provide varied work and achieve work area outcomes.

(d) Employees at this level may be asked, from time to time, to provide induction training for Employees at this level.

(e) These positions require a good understanding of hospital systems. Employees at this level are expected to understand hospital procedures, information requirements and protocols so they can be communicated supportively to members of the public.

4. GRADE 1

4.1 Description

Positions at the Grade 1 level are regarded as base grade administrators or operators within a defined activity.

4.2 Work Level Standard

(a) Grade 1 level positions require knowledge associated with several years' experience or technical training. They require performance of related tasks within a defined area of activity which have clearly defined objectives. They require the ability to obtain cooperation to comply with technical and administrative arrangements, or to provide information and advice to members of the public consistent with organisational guidelines.

(b) There are established procedures for performing tasks. Positions are well defined, with standardised procedures, although the tasks performed may require the use of a number of accepted methods or systems. The most suitable course of action is selected from a limited range and effective choice is guided by precedent or rule and can be learned.

(c) The positions' progress is closely monitored against standards, targets or budgets, though there is limited flexibility in the means of achieving these. The positions report frequently on work progress and/or receive instructions which determine the work program and the standards to be achieved. The positions are required to analyse situations or information, clearly and accurately communicate information, or make recommendations to peers or immediate supervisors.

4.3 Typical Role/Duties

(a) Prepare statistical reports and summaries and monitor and check accuracy of reports

(b) Monitor daily billings and collections by cashiers and banking

(c) Process standard claim forms, ensuring that all legislated procedural requirements are met

(d) Train new Employees in basic clerical or administrative functions

(e) Follow progress of invoices, orders or payments to ensure action occurs as specified in these documents

(f) Undertake enquiries related to work area; for example, the availability of ordered stock, the best available price for ordered items, overdue accounts

(g) Maintain accurate and effective filing systems

(h) Communicate with external organisations such as health insurance funds, Accident Compensation Commission, Veterans' Affairs, and WorkCover claims administration agents regarding payment of accounts

(i) Prepare minutes and agendas and coordinate meeting dates for committee meetings.

5. GRADE 2

5.1 Description

(a) Positions at this level are regarded as supervisory positions coordinating a small work group; or

(b) as an entry level specialist role within a particular technical or professional area; or

(c) experienced operators within a specific activity.

5.2 Work Level Standard

(a) Undertaking Certificate/Diploma level in accordance with the Australian Quality Training Framework or equivalent. Grade 2 positions require technical/administrative training with several years' experience, or equivalent work experience. They require supervisory or technical leadership within one or two activities which have well defined objectives. Good persuasive skills are required to obtain cooperation in the achievement of objectives or for the communication of technical or administrative information.

(b) Positions are clearly defined and procedures established and standardised, however there is a range of varied techniques and methods available to perform work. Election of the most suitable courses of action is aided by rules, guides, procedures or precedent.

(c) Although the positions' work progress is closely monitored against standard, budgets or targets, there is some flexibility in the means for achieving these. The positions generally report frequently on progress and performance. Supervisory positions may share accountability for actions or decisions with peers or line management, while technical or professional specialists are one of a number of sources which analyse and provide advice or a specialised service.

5.3 Typical Role/Duties

(a) Supervise the day-to-day activities of a small group of staff (relative to the size of the organisation) within a specified function (e.g. payroll, patient accounts);

(b) Liaise with immediate supervisor and middle management level positions to seek and provide information

(c) Establish and maintain appropriate work patterns and procedures for the function supervised

(d) Administer the function to ensure current policy and procedures are understood and adhered to

(e) Prepare reports for use by management

(f) Liaise and consult with external agencies (e.g. Medicare, Health Insurance Funds, Transport Accident Commission, WorkCover) with regard to routine transactions

(g) Liaise with patients/clients to obtain information and discuss problems in relation to routine transactions

(h) Liaise with suppliers for the routine purchase and delivery of health service supplies.

5.4 The minimum classification of Mental Health Ward Clerks and community team clerical workers who regularly have contact with patients/clients, are to be classified at a minimum Grade 2.

5.5 Nothing in this sub-clause affects the classification of an employee classified higher than Grade 3 but undertaking the same work at the commencement of this Agreement.

6. GRADE 3

6.1 Description

(a) Positions at this level are regarded as senior supervisory positions overseeing a small to medium sized work group (relative to the size of the health service); or

(b) a specialist role within a particular technical or professional position; or

(c) administrators responsible for a specified activity recognised across the health service.

6.2 Work Level Standard

(a) Positions require proficiency in the use of established technical or administrative processes through a number of years' experience in the field or a qualified tertiary graduate. They demonstrate supervisory or technical leadership for a distinct activity which may need to be coordinated with other activities. Positions require the ability to obtain co-operation and assistance in the administration of well-defined activities and/or to influence others in the achievement of set objectives.

(b) The broad parameters of the position are clearly defined, although judgement may be required to select from a range of standardised systems or techniques. Precedent or standard procedures or instructions generally exist for most work situations and policy guidelines may assist in the selection of the most suitable course of action.

(c) Supervisory positions independently organise and oversee the day-to-day activities of subordinate staff within clearly defined standards, budgets and time frames. Specialist positions provide sound technical advice to peers, and to more senior positions. All positions are responsible for recommending or accepting particular actions.

6.3 Typical Role/Duties

(a) Recruit and select permanent and temporary staff for general positions

(b) Coordinate and submit consolidated reports

(c) Implement controls and systems to ensure resources are fully utilised and health service policies are implemented

(d) Develop and present training programs

(e) Liaise with senior staff to obtain and present information

(f) Allocate and control staff and resources to ensure activities of the work area are carried out efficiently and effectively

(g) Monitor safe work practices and security standards to maintain a safe and secure environment

(h) Assist staff with problems and recommend action to be taken.

7. GRADE 4

7.1 Description

(a) Positions at this level are regarded as middle management in control of a medium workforce; or

(b) administrators managing a function, or an experienced specialist role within a particular technical or professional discipline.

7.2 Work Level Standard

(a) Positions require proficiency in the use of broad technical or administrative processes through a number of years of experience in the field or to be a tertiary graduate with a number of years' experience in the field. They require understanding and/or leadership across an activity, which may need coordination with other activities. Considerable persuasive skills are required for successful adoption of operational schedules and to gain cooperation of the workforce.

(b) The broad parameters of the job are well known but are often diverse and require judgement in selecting the appropriate action. Problems are generally manageable, and solutions guided by precedent and practice.

(c) Management positions are accountable for the scheduling and implementation of major work programs within defined budgets and policy guidelines. Specialist jobs

provide authoritative advice to peers and more senior positions in the discipline. As such all positions are predominantly responsible for the action undertaken.

7.3 Typical Role/Duties

(a) Provide advice on techniques and procedures for occupational health and safety matters

(b) Undertake quality and risk management programs to ensure the achievement of required standards

(c) Develop rosters for the cleaning of all wards and presentation of gardens involving up to 100 staff

(d) Prepare reports on service delivery development and undertake special projects for the health service and Department of Human Services/Department of Health

(e) Review the staff profile and adjust where necessary to maintain the integrity of reports and the internal staff profile, advise on funding available for staffing requirements

(f) Oversee and contribute to the formulation, implementation and ongoing review of staff induction and training programs

(g) Collaborate with senior management, Medical Officers, injured Employees, unions and rehabilitation providers to devise, plan and implement rehabilitation programs

(h) Review existing computer software effectiveness with a view to enhancing its functionality and develop software to meet new requirements; (to be re-visited)

(i) Prepare and interpret financial budgets, annual returns and comparative monthly statements.

8. GRADE 5

8.1 Description

(a) Positions at this level are senior managers, professionals and specialists who are generally responsible for a significant operational area, function or department within a division or health care services unit; or

(b) multi-function manager of smaller health services providing a range of services across the agency.

8.2 Work Level Standard

(a) A high degree of proficiency in the use of technical or administration processes through extensive experience would be typical at this level along with appropriate qualifications. Understanding and leadership across a number of activities within the major program require considerable coordination skills. It also requires persuasive ability to gain the commitment of peers and subordinates in the identification of action plans and managing progress where there are competing activities.

(b) Although work assignments apply familiar techniques and methods, there is also a requirement to recommend the modification or adaptation of techniques and methods that impact upon other areas of the agency. These activities require the detailed analysis of the major alternatives, including cost impact and implications for implementation prior to the presentation of well thought through action plans.

(c) Considerable latitude is provided to senior managers in the design of work programs, independent allocation of resources and control over budgets. Nonetheless, the position operates within the constraints of agency policy/procedure, Department of Human Services/Department of Health guidelines and professional standards. These positions are held accountable for significant projects or functions which involve a major requirement to make things happen, consistent with the established standards.

8.3 Typical Role/Duties

(a) Plan operating budgets and resource requirements to accommodate expanded facilities and services

(b) Develop menus, oversee food preparation and presentation and manage food supply within budget limits for a medium health service

(c) Manage a range of services within a small health service covering patient services, finance, personnel, gardening, building maintenance and community relations

(d) Establish, manage and oversee consultative mechanisms and advise health service management on developing industrial and Employee-related issues

(e) Represent and advocate on behalf of the health service at industrial relations tribunals and in labour negotiations

(f) Conduct programmed audits into operational and financial procedures and the safeguarding of assets

(g) Determine the performance of organisational units in the health service in respect of their financial planning, and control activities in compliance with management instructions, statements of policy and procedures, high standards of administrative practice and health service objectives.

9. GRADE 6

9.1 Description

(a) Positions at this level are senior managers of large divisions; or

(b) expert managers of complex/advanced functions with agency-wide application; or

(c) executives of smaller or district health services providing a range of services across the agency; or

(d) senior managers of a number of varied functions across the health service.

9.2 Work Level Standard

(a) At this level, positions require specialised knowledge resulting from years of experience in health service management. Appropriate tertiary qualifications are typically required at this level. The knowledge required spans several disciplines and there is a requirement for integration of a range of associated operations as part of a major program delivery. There is a requirement for persuading others to adopt a particular course of action where there are competing objectives and priorities plus a variety of outcomes.

(b) Standard systems, methods and procedures are determined by positions at this level for adherence across a health service or group of specialised health care services. This requires extensive analytical skills in interpreting service needs, general guidelines, local conditions and the achievability of the desired results.

(c) Management positions typically follow operating precedent and procedure but there is latitude in the emphasis given across a range of projects or services. Similarly, positions have a role in the development of business plans, new operation targets and the apportionment of total resources, but there are others who are predominantly responsible for the determination of these aspects. Technical/professional positions are regarded by professional peers as expert in the disciplines covering a complete function where the advice rendered would only be challenged by other experts. In all cases, the position is held accountable for the integrity of the service/project/advice and the achievement of significant standards of performance benefiting the entire agency.

9.3 Typical Role/Duties

(a) Prepare economic and demographic forecasts as part of an overall planning process to determine the future growth and services of the health service

(b) Develop financial control systems, budget guidelines and reporting mechanisms so that the health service Executive and Board have a complete understanding of the financial viability, efficiency and future options for resource management

(c) Direct and control a significant service function in a medium to large health service, determining staffing, training, supply and expenditure needs for the division

(d) Oversee and direct the provision of a comprehensive patient food service, as well as an extensive non-patient service through varied on-site food service outlets, including staff cafeteria, coffee shop, bistro/snack bar

(e) Advise and counsel management and senior staff on human resource issues, such as disciplinary matters, the identification of new work practices to reduce budget overruns, consultative strategies, training needs and management obligations.

10. GRADE 7

10.1 Description

(a) Positions at this level are executives of small health services administered with the assistance of a central or regional organisation; or

(b) the executive managing several smaller health services annexed to a medium to large regional health service; or

(c) manager in charge of a principal division/department of a medium to large health service.

10.2 Work Level Standard

(a) At this level, the emphasis is on the management of a range of service support activities or the management of a major division in a medium sized health service. Appropriate tertiary qualifications are typically required at this level. Activities would embrace the planning, organising, directing and controlling of subordinate staff that in turn have specific technical responsibilities. This requires leadership to gain full integration of support activities affecting the total health service. Positions would require a specialised knowledge resulting from years of experience in administration and management as well as in their field of expertise.

(b) Operating policy and standards to be applied across the health service are established by positions at this level. A good understanding of the health system is required for the position to identify innovative solutions to complex matters affecting the whole of the service delivery.

(c) Direction of the work program is defined in terms of results to be achieved within agreed budgets, the effectiveness of outcomes being subject to ongoing executive, Board and/or Departmental review. Principal management positions within a medium to large health service would provide advice and report to executive positions. Executive positions independently managing small health services with a high degree of delegation would be accountable for the management, administration and operation of such small health services, but would seek advice from their professional peers within a larger health service.

10.3 Typical Role/Duties

(a) Direct and control a range of services within a small health services covering industrial relations, personnel, finance, accounts, patient services, buildings and grounds maintenance, plus community relations

(b) Prepare, manage and monitor the health service's budget including the examination of resource utilisation and redeployment of resources to areas to meet priority needs

(c) Monitor budget and patient throughput targets and take remedial action to ensure that each small or annexed health service meets the conditions of its Health Service Agreement

(d) Administer and control the financial management and accounting functions of the health service, resulting in guidance to management on the most efficient and effective manner in which the financial resources of the health service can be best utilised

(e) Provide the management of the health service with information and data that will assist in establishing short-, medium- and long-term goals to ensure that the future planning and direction of the agency is aimed at providing an optimum level of patient and community care.

11. GRADE 8

11.1 Description

(a) Typically positions at this level operate at the executive level; or

(b) Managers in control of a substantial division/department or facility in a large health service; or

(c) Chief Executives of small hospitals or community health centres.

11.2 Work level standards

(a) At this level, the principal emphasis is management of major and large activities embracing the planning, organising, directing and controlling of subordinate staff that in turn have managerial responsibilities. This requires leadership at both a technical and human resource level to gain maximum integration of diverse activities affecting the total health service. Negotiation with external groups on difficult and sensitive health care and service delivery issues would be a regular feature of jobs at this level.

(b) In addition to setting the standards of service across the health service, this position is required to understand community and government needs in relation to health care. This provides the framework for positions at this level to create new services, establish new service standards or reallocate/redesign the ways in which such services are provided to the community.

(c) Direction of the work program is defined in terms of results to be achieved within agreed budgets but with methods being suggested and seldom specified in detail. Judgements on the effectiveness of outcomes are subject to ongoing review and there is a requirement to report to other executives and the Department of Human Services/Department of Health on major issues. Within this context, it is clearly the responsible manager in the areas of delegated accountability.

11.3 Typical Role/Duties

(a) Develop and implement plans for future expansion of services and facilities to meet emerging community health needs and operating efficiency constraints

(b) Direct and control subordinate managers in control of environmental services, linen services, engineering and technical services, human resources, supply, catering, patient services, management information services and public relations

(c) Represent the health service in meetings with external professional organisations and the Department in order to facilitate improved service standards and achievement of budget constraints

(d) Authorise statutory and other reports as required by the Department in relation to service delivery standards and budget status

(e) Direct and control the full range of services for a small, independent health service, which may include an attached nursing home, including policy development and planning for the short- and longer-term development of the health services

(f) Control the accounting and financial reporting functions of business, investment and operational units which are conducted independently of the hospital's operating and funding arrangements

(g) Direct and control the management and operation of the Central Linen Service providing administrative direction, financial controls, capital replacement and development plans, as well as the determination of a cost structure for the supply of linen to metropolitan hospitals.

12. GRADE 9

12.1 Description

(a) Positions at this level are Chief Executives of district hospitals or Community Health Centres or equivalent; or

(b) An executive managing the principal functions in a major, multi-faceted, multi-campus institution.

12.2 Work Level Standards

(a) At this level, a thorough understanding of health care administration and health care issues is required in order to manage large and complex services, obtain maximum productivity from a large workforce and integrate all aspects of health care. In addition to the direct management of all administrative support functions, positions at this level are required to directly influence clinical and clinical support service delivery. Negotiations at this level occur with professional specialists and significant community representatives in regard to service delivery, facilities and resource requirements.

(b) Because many of the issues are complex and require considerable interpretation, to the major health care issues, this position is required to develop proposals to identify the future plans for the health service and the nature of its services. Influencing factors are diverse and choice often requires a synthesis of opinions, detailed analysis of options and presentation of achievable plans. Support in the management of these issues may be provided, as appropriate, through the Chief Executive, Medical and Nursing Directors, or Executive managers, the Department representatives and expert consultants in specialist fields.

(c) The achievement of results is substantially vested in this position allowing considerable autonomy in the deployment of allocated resources and management of project plans. At the same time, there is limited freedom to initiate and commit the health service to new ventures without approval from the key stakeholders and Chief Executive/Board. Within the context of approved policy, the position can commit the organisation to major expenditure programs and can act as spokesperson in public forums.

12.3 Typical Role/Duties

(a) Undertake major special projects that substantially reshape the future health care service for a major health service

(b) Direct and control a comprehensive human resource function in a major or multi-faceted, multi-campus health service providing strategic advice to the Executive, and directing a range of activities including workforce planning; organisation and policy development; industrial relations; salary administration; occupational health and safety policy, training and procedures; rehabilitation and WorkCover claims management and representation; personnel administration; staff development and training; staff counselling and the selection, recruitment and termination of Employees;

(c) Manage the full range of administrative and support functions and services for a large health service, identify outcomes, resources and standards of operation and manage specific issues, to improve operating efficiency and effectiveness

(d) Manage an executive relationship with unions which involves the identification of issues and strategies for the consultative involvement of staff through elected representatives, as well as the negotiation of disputes which may occur from time to time

(e) Liaise and negotiate with the Department on health service-wide policy matters including resources, health care delivery, capital works and other matters

(f) Direct the health service's planning activities and provide leadership and overall guidance in both the administration and operation of a district hospital

(g) Advise the Board of Management on matters of policy, financial planning, service needs and delivery, legal and statutory obligations and any other matters affecting the service delivery of a small-medium hospital.

13. GRADE 10

13.1 Description

Positions at this level are senior executives of a major health service or equivalent.

13.2 Work Level Standards

(a) At this level, positions require a full understanding of public health care issues plus health system management. The management role covers all aspects of health care provided by a major health service including funding, standards of clinical practice and clinical support service delivery and long-term planning of resources and future services. Negotiations at this level require skill to persuade the CEO and the Board of Management, executive representatives of the Department and all levels of government plus community representation.

(b) A requirement at this level is to develop short, strategic plans to meet the requirements of the local community, match the standards and ensure appropriate standards of health care delivery. In developing proposals and implementation plans, positions at this level are provided with latitude but are required to ensure that all aspects are fully explored and acceptable to the key stakeholders.

(c) Broad operating policies are provided from the Executive and the Board and/or the Department along with an understood level of health care delivery for the local community. The allocation and organisation of all resources relating to principal functions are determined by positions at this level covering all aspects of the health service's activities. All executives at this level are held accountable for the achievement of the total health care delivery and service standards for the health service.

13.3 Typical Role/Duties

(a) Develop, negotiate and implement budgets covering all aspects of the health service's activities

(b) Set policy and procedures for the effective and efficient running of the health service and delivery of health care

(c) Control and manage non-clinical services within a health service, as the senior executive, providing executive support and relief to the Chief Executive, and financial advice to the Board of Management

(d) Develop and implement policies, programs and procedures for the health service

(e) Managing a principal function the operations of a medium-sized or a large regional Hospital and ensure that resources are allocated appropriately in order to achieve targets within the budget parameters.

14. GRADE 11

14.1 Description

(a) Positions at this level are Chief Executives of large, regional health services or of a comparable specialist function health service OR

(b) a senior executive of a major multifaceted, multi-campus health service.

14.2 Work Level Standard

(a) At this level, positions require a thorough knowledge and expertise in health care issues and health service management. The management role covers all aspects of health care provided by large, regional health services, including funding, standards of clinical practice and clinical support service delivery and long-term planning of resources and future services, or the management of significant non-clinical operations. Negotiations at this level require skill to persuade Boards of Management, Executive representatives of the Department and government representation.

(b) At this level, positions are likely to be required to identify major health care trends and develop strategic plans to meet the community requirements, the Department standards and ensure appropriate standards of health care delivery. The management plans and health service delivery standards developed by this job would be regarded by peers and health care experts as innovative and applicable throughout the health industry.

(c) CEO positions at this level manage large health services and are accountable for the full range of operations. The Board and/or the Department provide broad operating policies, and positions would exercise judgement to achieve planned results.

(d) Senior executives would operate with considerable flexibility and autonomy in the determination of strategies, budget allocation and major projects undertaken according to Board delegations.

14.3 Typical Role/Duties

(a) Develop, negotiate and implement budgets covering all aspects of the health service's activities.

(b) Direct and control the delivery and provision of health care services which may include providing primary and secondary care and administrative support to other health services.

(c) Initiate, develop and implement plans, policies and procedures designed to achieve high quality health and patient care.

(d) Develop short-, medium- and long-term capital, resource and service delivery development plans and direction.

(e) Negotiate the Health Service's Funding Agreement with the.

15. GRADE 12

15.1 Description

Positions at this level are Chief Executives of large health services that typically consist of a number of sites or a comparable specialist health service.

15.2 Work Level Standard

(a) At this level, positions require substantial knowledge and expertise in local and state-wide public health care issues and health service management. The management role covers all aspects of health care provided by major health services including funding, standards of clinical service delivery and long-term planning of resources and future services. Negotiations at this level require skill to

persuade Boards of Management, Executive representatives and the Department and government representation.

(b) At this level, positions are required to anticipate research and identify major health care trends and develop short- and long-term plans. Considerable judgement is required to ensure that all aspects of these plans and new services meet all the requirements of all stakeholders. As a result of initiatives undertaken by jobs at this level, it would be expected that programs could be adopted at other health services and substantially improve the standard of health care in the whole community.

(c) The position is accountable for total health care service, cost effective delivery and implementation of long terms development plans. Considerable flexibility and autonomy is exercised by Chief Executives in the determination of organisational strategies, budget allocation and major projects undertaken within broad delegations from the Board.

15.3 Typical Role/Duties

(a) Develop and implement service delivery plans and meet changing health care needs.

(b) Establish corporate structure and formal delegation of responsibilities.

(c) Ensure that the financial management requirements are met.

16. GRADE 13

16.1 Description

(a) Positions at this level are Chief Executives of major, multi-faceted and multi-campus health services requiring a stature that clearly places the job at the most senior level in the industry. The position manages of an extremely large and diverse workforce and controls a substantial operating budget.

(b) The position manages an organisation with an extremely large and diverse and controls a substantial operating budget. The health service provides a comprehensive integrated health care service to people in the suburbs of metropolitan Melbourne and nearby catchment populations.

(c) The services include public hospital services; aged in-patient, community and home care services; and in-patient and community mental health services.

(d) The organisation is affiliated with a university for teaching medical and postgraduate nursing students and for postgraduate study and medical research.

16.2 Work Level Standard

(a) Positions require a substantial knowledge and expertise in local and state-wide public health care issues and health service management. The management role covers all aspects of health care for a major multi-faceted and multi campus health service including funding, standards of clinical service delivery and long-term planning of resources and future services. Negotiations at this level require skill to persuade Boards of Management, Executive representatives and the Department and government representation.

(b) At this level, positions are required to anticipate research and identify major health care trends and develop short- and long-term plans. As such there is considerable professional judgement to be exercised, to ensure that all aspects of these plans and new services meet all the requirements of the various stakeholders. As a result of initiatives undertaken by jobs at this level, it would be expected that programs could be adopted at other health services and substantially improve the standard of health care in the whole community.

(c) Positions at this level manage major multi-faceted and multi-campus health care services. The position is accountable for total health care service, cost effective

delivery and implementation of long terms development plans. The position is responsible for controlling a substantial operating budget. Considerable flexibility and autonomy is exercised by Chief Executives in the determination of organisational strategies, budget allocation and major projects undertaken within broad delegations from the Board.

17. GRADE 2

17.1 Description

Positions at the Grade 2 level are regarded as base grade administrators or operators within a defined activity.

17.2 Work Level Standard

(a) Positions require knowledge associated with several years' experience or technical training. They require performance of related tasks within a defined area of activity which have clearly defined objectives. They require the ability to obtain cooperation to comply with technical and administrative arrangements, or to provide information and advice to members of the public consistent with organisational guidelines.

(b) There are established procedures for performing tasks. Positions are well defined, with standardised procedures, although the tasks performed may require the use of a number of accepted methods or systems. The most suitable course of action is selected from a limited range and effective choice is guided by precedent or rule and can be learned.

(c) The positions' progress is closely monitored against standards, targets or budgets, though there is limited flexibility in the means of achieving these. The positions report frequently on work progress and/or receive instructions which determine the work program and the standards to be achieved. The positions are required to analyse situations or information, clearly and accurately communicate information, or make recommendations to peers or immediate supervisors.

17.3 Typical Role/Duties

(a) Prepare statistical reports and summaries and monitor and check accuracy of reports

(b) Monitor daily billings and collections by cashiers and banking

(c) Process standard claim forms, ensuring that all legislated procedural requirements are met

(d) Train new Employees in basic clerical or administrative functions

(e) Follow progress of invoices, orders or payments to ensure action occurs as specified in these documents

(f) Undertake enquiries related to work area; for example, the availability of ordered stock, the best available price for ordered items, overdue accounts

(g) Maintain accurate and effective filing systems

Administration	Office Co-ordinator, responsible for coordinating a range of complex secretarial functions including typing, compiling agendas for meetings, answering the telephone, photocopying and organising meetings and functions, to ensure the smooth running of an office, where at least one other person is employed. Responsible for providing clerical and word processing support.
Administration	Functions can vary including having contact with members of the public and diverting the calls as needed, or providing advice to the enquirers, and providing a high level of support to management to ensure the smooth operation of an

	executive office. Use a range of software packages and administrative procedures occurs at this level.
Finance	Positions responsible for the preparation of standard statistical reports, preparing information for the general ledger to ensure that complete and accurate records are supplied.
MIS	PC Support Officer requiring post-secondary, vocational training. Typical activities include PC installation, printer setup and cabling, initial hardware/software/user fault diagnosis, equipment inventories and records management, and providing users with information on hardware/software capacity.

(h) Communicate with external organisations such as health insurance funds, Accident Compensation Commission, Veterans' Affairs, and WorkCover claims administration agents regarding payment of accounts

(i) Prepare minutes and agendas, and co-ordinate meeting dates for committee meetings.

17.4 Benchmark Descriptors:

18. GRADE 3

18.1 Description

(a) Positions at this level are regarded as supervisory positions coordinating a small specialised clerical work group; or

(b) as an entry level specialist role within a particular technical or professional area; or

(c) experienced operators within a specific activity.

18.2 Work Level Standard

(a) Positions require technical/administrative training with several years' experience or equivalent work experience. They require supervisory or technical leadership within one or two activities which have well defined objectives. Good persuasive skills are required to obtain cooperation in the achievement of objectives or for the communication of technical or administrative information.

(b) Positions are well defined, and procedures established and standardised, however there is a range of varied techniques and methods available to perform work. Selection of the most suitable courses of action is aided by rules, guides, procedures or precedent.

(c) Although the positions' work progress is closely monitored against standard, budgets or targets, there is some flexibility in the means for achieving these. The positions generally report frequently on progress and performance. Supervisory positions may share accountability for actions or decisions with peers or line management, while technical or professional specialists are one of a number of sources which analyse and provide advice or a specialised service.

18.3 Typical Role/Duties

(a) Supervise the day-to-day activities of a small group of staff within a specified function (e.g. payroll, patient accounts);

(b) Liaise with immediate supervisor and middle management level positions to seek and provide information

(c) Establish and maintain appropriate work patterns and procedures for the function supervised

(d) Administer the function to ensure current legislation are understood and adhered to

(e) Prepare accounts and reports for use by middle management

(f) Liaise and consult with external agencies (e.g. Medicare, Health Insurance Funds, Transport Accident Commission, WorkCover) with regard to problem accounts and compensable claims

(g) Negotiate with patients to obtain information and discuss problems in paying accounts and arrange payment procedures

(h) Negotiate with suppliers for the purchase and delivery of hospital supplies.

18.4 Benchmark Descriptors:

Personnel	Supervise pay clerks in the day to day functions of payroll services, process pay documents, train staff and assist the Pay Manager, to ensure that all pays are processed accurately.
Personnel	Assistance to an experienced personnel practitioner/specialist within a specific and small range of activities (e.g. Recruitment, payroll, induction). Involvement typically includes documentation of proposals, co-ordination of recruitment events and organisation of induction programs.
Supply	As Purchasing Officer in the Supply Department of a major agency responsible for sourcing products, preparing specifications, evaluating quotations, purchasing goods, interviewing representatives and keeping abreast of products, within Departmental and Hospital guidelines.
Administration	Prepare and maintain rosters, supervise and allocate work of a number of staff involved in word processor operations and administrative/clerical duties, including mail sorting and distribution, filing and reception. Provide a confidential secretarial and administrative service to a senior executive, including appointments, letters, reports and maintenance of confidential files.
Engineering	As an experienced tradesperson in a large engineering department reporting to and/or assisting qualified engineers, ensures that the preventative maintenance programs for plant and equipment are carried out, supervise trades staff in this area and maintain the asset register.
Food Services	Rostering and supervision of food services staff involved in food presentation and delivery of meals for patients, special functions and other services, e.g. meals on wheels. Ensure hygiene and cleanliness of relevant areas.
Public Relations	Public Relations Officer in a large hospital, assist the Public Relations Manager, prepare newsletters, publications and medical releases; assist in promotional activities and liaise with community groups/organisations.
Finance	Supervise and control a section of the accounts area of a major agency, assign and check work of staff, prepare accounts, maintain records and prepare statistical reports and commentary.
MIS	Under the direction of an MIS professional, undertakes systems work such as programming, program maintenance and operations support (archival, backup, “help desk”).
MIS	Responsible for facilities administration including the monitoring of PC and peripheral equipment performance, fault finding and ratification, education of users on operational procedures, scheduling maintenance

	activities, and access to computing resources. Advice provided on the acquisition of hardware enhancement and PC software that has application for particular users.

19. GRADE 4

19.1 Description

(a) Positions at this level are regarded as senior supervisory positions overseeing a small to medium sized work group; or

(b) administrators responsible for a specified activity recognised across the health service; or

(c) a specialist role within a particular technical or professional position.

19.2 Work Level Standard

(a) Positions require proficiency in the use of established technical or administrative processes plus a number of years' experience in the field or a qualified tertiary graduate typically requiring a minimum 2-3 of years' work experience. They require supervisory or technical leadership for a distinct activity which may need to be coordinated with other activities. Good persuasive skills are required to actively ensure successful operation of the work group, for communication of technical or administrative information and to convince others in the achievement of specific objectives.

(b) The broad parameters of the position are clearly defined, although judgement may be required to select from a range of standardised systems or techniques. Precedent or standard procedures or instructions generally exist for most work situations and policy guidelines may assist in the selection of the most suitable course of action.

(c) Supervisory positions independently organise and oversee the day-to-day activities of subordinate staff within clearly defined standards, budgets and time frames. Specialist positions provide sound technical advice to peers, and to more senior positions. All positions are responsible for recommending or accepting particular actions.

19.3 Typical Role/Duties

(a) Recruit and select permanent and temporary staff for general positions

(b) Coordinate and prepare accounting, payroll or statistical records and submit consolidated reports

(c) Implement controls and systems to ensure resources are fully utilised and health service policies are implemented

(d) Liaise with hospital staff up to department head to obtain and present information

(e) Allocate and control staff and resources to ensure activities of the work area are carried out efficiently and effectively

(f) Monitor safe work practices and security standards to maintain a safe and secure environment

(g) Assist staff with problems and recommend action to be taken.

19.4 Benchmark Descriptors:

Engineering	As a broadly experienced trade engineer, responsible for: the supervision of maintenance/contract staff, provision of preventative maintenance programs for buildings, plant and equipment under direction from a more senior engineer. Experienced project/contracts officer responsible for: major and minor works

	administration, quotations and supervision of contract staff, application of tender document and quality control within set financial guidelines and budgets under the direction of a more senior engineer. Experienced training officer responsible for the formal training of staff and contractors in the process of emergency response and contingency and contractors policies and procedures.
Food Services	Responsible for the supervision of staff and the provision of services in a Food Production section across the health service. Encompasses apprentice training and monitoring, fresh food orderings, staff supervision and ensuring meals are produced to schedule.
Finance	A senior supervisory position responsible for all aspects of financial management or patient accounts through more junior supervisors or staff. The role involves: responsibility for the financial and management accounts for the Board of Directors, Department of Human Services and Department Heads; Tasks such as patient admissions, fee classifications, length of stay registers, refunds, debt collection, and patient statistics.
Supply	Responsible for supervising and co-ordinating the stores activity, involving ordering stock, daily stock-take, staff supervision and work delegation, maintaining stock levels, directing pick-ups and deliveries, and preparation of leave rosters, and may deputise for the manager in their absence.
Administration	Manage the affairs of an office, a group of executives and various committees plus undertake investigations and analysis of organisational issues that require the preparation of position papers. Activities include compilation and follow-up of agendas, conference/seminar planning and organisation, composition of non-procedural documents, management of executive management activities, development of office and administrative systems.
Personnel	Supervise a team of personnel administrators or payroll staff providing services related to pay, employment conditions, entitlements and workforce statistics. Also required to provide analysis of staffing issues (e.g. about turnover, absenteeism, establishment, budgets and labour costs) with commentary on the implication of this for the institution.
Personnel	Personnel practitioner in a major activity (e.g. training and development, Employee relations, workforce/recruitment). Activities involve the analysis of organisational needs, recommendation of a course of action, preparation of documentation and delivery of the service (e.g. training programs, recruitment campaigns).
MIS	Qualified and experienced systems officer undertaking a range of programming and analysis activities in a range of different systems. Independently undertakes activities under general direction related to a small number of projects at any one time.

20. GRADE 5

20.1 Description

Positions at this level are regarded as an experienced specialist role within a particular technical or professional discipline.

20.2 Work Level Standard

(a) Positions require proficiency in the use of established technical or administrative processes plus a number of years of experience in the field and are usually a tertiary graduate with a number of years' experience in the field. They require understanding and/or leadership across an activity, which may need coordination with other activities. Considerable persuasive skills are required for successful adoption of operational schedules and to gain cooperation of the workforce.

(b) The broad parameters of the job are well known but are often diverse and require judgement in selecting the appropriate action. Problems are generally manageable and solutions guided by precedent and practice.

(c) Management positions are accountable for the scheduling and implementation of major work programs within defined budgets and policy guidelines. Specialist jobs provide authoritative advice to peers and more senior positions in the discipline. As such all positions are predominantly responsible for the action undertaken.

20.3 Typical Role/Duties

(a) Provide advice on techniques and procedures for infection control and safety matters

(b) Carry out a quality assurance program to ensure the achievement of required standards of presentation, hygiene and cost of delivery

(c) Prepare reports on service delivery development and undertake special projects for the health service and Department of Health

(d) Review the staff establishment profile and adjust where necessary to maintain the integrity of Health Computing Service reports and the internal establishment profile, advise on funding available for staffing requirements. Direct and control the salary administration program

(e) Oversee and contribute to the formulation, implementation and ongoing review of staff induction and training programs

(f) Collaborate with Department Heads, Medical Officers, injured Employees, unions and rehabilitation providers to devise, plan and implement rehabilitation programs

(g) Review existing computer software effectiveness with a view to enhancing its functionality and develop software to meet new requirements

(h) In conjunction with the Finance Manager, prepare and interpret financial budgets, annual returns and comparative monthly statements.

20.4 Benchmark Descriptors:

Finance	Responsible for the preparation of monthly financial performance figures to a senior finance specialist so that targets can be measured, budgets updated, and advice provided to a major division (e.g. Nursing), on activity levels, costing and budget strategy. An experienced and/or qualified accountant supervising a team, reporting to a more senior accountant.
Personnel	As an experienced personnel practitioner with day-to-day responsibility for training and development, or a group of specialist HR activities, responsibility for industrial relations under direction of a senior human resource specialist.

Food Services	Assistant Food Services Manager at a large campus responsible for commercial aspects and service standards of food production, presentation and distribution. Activities include quality control over special/ethnic dietary requirements of patients and clients attending functions, organising and supervising major functions and "meals on wheels" services, supervision of cafeteria staff and food service officers, and stock management of food supplies and catering requirements.
Material Resources	An experienced Materials Resources practitioner, who deputises for the Manager and assists with plans, directions and control for the purchasing, receipt, storage, distribution of supplies for the health service. The role involves ensuring products and equipment are purchased at the most favourable price, consistent with quality requirements, efficient lay-out of stores, and maintenance of stock at economic levels.
Engineering	Engineer (operations/maintenance) for a hospital campus responsible for maintenance and operation of plant, equipment, buildings, essential services, energy management, building services and grounds, and supervision of maintenance staff/contractors, as well as implementing maintenance (breakdown, and planned procedures), liaising with emergency services and may involve supervising contract staff engaged on infrastructure works and may include the maintenance of off campus site; reporting to an engineering manager/senior engineer.
MIS	As an experienced systems analyst in a large agency, identify problems with the central computer hardware and ensure they are fixed, advise staff on system configurations and capabilities, modify existing applications to meet user requirements.

21. GRADE 6

21.1 Description

Positions at this level are senior managers, professionals and specialists who are generally responsible for a significant operational area, function or department within a division; or

21.2 Work Level Standard

(a) A high degree of proficiency in the use of technical or administration processes plus extensive experience in the field spanning many years would be typical at this level. Understanding and leadership across a number of activities within the major program require considerable coordination skills. It also requires persuasive ability to gain the commitment of peers and subordinates in the identification of action plans and managing progress where there are competing activities. Specialist professional positions would typically require a minimum of 7-10 years' experience in this field.

(b) Although work assignments apply familiar techniques and methods, there is also a requirement to recommend the modification or adaptation of techniques and methods that impact upon other areas of the agency. These activities require the detailed analysis of the major alternatives, including cost impact and implications for implementation prior to the presentation of well thought through action plans.

(c) Considerable latitude is provided to senior managers in the design of work programs, independent allocation of resources and control over budgets. Nonetheless, the position operates within the constraints of agency policy/procedure, and professional standards. These positions are held accountable for significant projects or line functions which involve a major requirement to make things happen, consistent with the established standards.

21.3 Typical Role/Duties

(a) Plan operating budgets and resource requirements

(b) Investigate the supply needs of the organisation/s leading to the development of purchasing and inventory control programs required to achieve cost effective delivery schedule

(c) Inspect suppliers, manufacturing and wholesale operations to ensure the achievement of minimum standards of hygiene, product quality, distribution and storage standards

(d) Develop menus, oversee food preparation and presentation and manage food supply within budget limits for a medium institution

(e) Represent and advocate on behalf of the health service at industrial relations tribunals and in labour negotiations

(f) Conduct programmed audits into operational and financial procedures and the safeguarding of assets

(g) Determine the performance of organisational units in the hospital in respect of their financial planning, and control activities in compliance with management instructions, statements of policy and procedures, high standards of administrative practice and hospital objectives.

21.4 Benchmark Descriptors:

Finance	As an experienced qualified financial manager reporting to a more senior financial manager, provide specialist financial advice, ensure that the hospital financial systems are maintained effectively, that statutory and legislative requirements are followed and professional standards maintained. Be responsible for the accounts section and supervising and guiding accounts staff.
Material Resources	Plans, directs and controls the purchasing, warehousing and distribution of supplies to the health service. The role involves recommending policies and developing systems and procedures for the department, which are implemented through subordinate supervisors. Ensures significant pricing benefits are obtained through bulk purchasing arrangements with other large agencies.
Personnel	Unit Human Resources manager providing advice, counsel and recommendations on improving Employee relations, training needs, work practice or staffing matters. Typically reports to a more senior Human Resources manager.

22. GRADE 7

22.1 Description

(a) Positions at this level are senior heads of large divisions; or

(b) expert managers of complex/advanced sections with agency-wide application; or

(c) junior executives of small or distribute institutions providing a range of services across the agency; or

(d) senior managers of a number of varied functions across the agency.

22.2 Work Level Standard

(a) At this level, positions require specialised knowledge resulting from very many years of experience in hospital or general industry administration, tertiary study and project management. The knowledge required spans several disciplines and there is a requirement for integration of a range of associated operations as part of a major program delivery. There is a requirement for persuading others to adopt a

particular course of action where there are competing objectives and priorities plus a variety of outcomes.

(b) Standard systems, methods and procedures are determined by positions at this level for adherence. This requires extensive analytical skills in interpreting service needs, general guidelines, local conditions and the achievability of the desired results.

(c) Line management positions are bound by operating precedent and procedure but there is latitude in the emphasis given across a range of projects or services. Similarly, positions have a role in the development of business plans, new operation targets and the apportionment of total resources, but there are others who are predominantly responsible for the determination of these aspects. Technical/professional positions are regarded by professional peers as expert in the disciplines covering a complete function where the advice rendered would only be challenged by other experts. In all cases, the position is held accountable for the integrity of the service/project/advice and the achievement of significant standards of performance benefiting the entire agency.

22.3 Typical Role/Duties

(a) Prepare economic and demographic forecasts as part of an overall planning process to determine the future growth and services of the health service

(b) Develop financial control systems, budget guidelines and reporting mechanisms so that the Hospital Executive and Board have a complete understanding of the financial viability, efficiency and future options for resource management

(c) Direct and control a range of technical and engineering services covering plant, building and grounds maintenance, capital and minor works, plant and equipment assessment, energy management, and reticulation of electricity, water, gases

(d) Direct and control a significant service function determining staffing, training, supply and expenditure needs

(e) Oversee and direct the provision of a comprehensive patient food service, as well as an extensive non-patient service through varied on-site food service outlets, including staff cafeteria, coffee shop, and bistro/snack bar.

22.4 Benchmark Descriptors:

Food Services	As Food Services Manager of a large hospital/campus, ensure that meals are provided to all patients, staff and other organisations in an effective and efficient manner, determine budget requirements with the finance department, and determine menus in accordance with the nutrition department and purchasing requirements. Ensure that the department operates within the allocated budget allocation and develop policies and standards for the Department.
Engineering	Maintenance Engineer for the health service reporting to a more senior engineer, responsible for providing, organising and directing human and physical resources to provide an efficient maintenance service with minor works responsibility. Maintenance includes planned, breakdown and safety testing across all trades including contractors for building fabric and building services reticulation. Minor works are managed where standard building specifications would be adapted (for example to ward refurbishment); includes procurement; installation and commissioning of specialised equipment. An emphasis is placed on safety and technical aspects with financial control, co-ordinating and planning, industrial relations, education as being among important issues.
MIS	Functional Manager for a medium computing facility including operations, development, maintenance and network management. Supervises staff and has budgetary responsibility for acquisition of

	peripherals, additional computing hardware and supplies. A key focus of the position is ensuring that projects are completed on time/budget, provide users with the information needed, access to computing facilities is within accepted standards, and computing facilities are adequate for the needs of the institution, fast effective and reliable.
MIS	Expert professional project manager engaged on a project of strategic significance and technical complexity that requires organisational, systems development and technical know-how of the highest order.

SCHEDULE 8 LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

1. Name of Employer.

2. Employee's classification, increment and job title

3. The mental health workplace/campus/location where the person is to be situated Terms and Conditions of employment will be governed by this Agreement.

4. Their mode of employment.

5. Fortnightly hours will be and for part timers (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. Payment of additional shifts will not be at casual rates. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.

6. Specified employment is ongoing unless a valid fixed term appointment is proposed.

7. Date of commencement.

8. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service etc.

9. Other information as required depending on the nature of the position.

10. Relevant qualifications and allowances payable.

SCHEDULE 9 : CERTIFICATE OF SERVICE

Certificate of Service

(Name of Institution) (Date)

This is to certify that_____. (Name of Employee) was employed by this Institution/Society/Board (the Employer) for the period:

From _____ To _____

During the above period, the Employee was employed as a casual Health Professional from the period _____ to _____. Of this period, a total of _____ (years and days) counted as eligible service for the purpose of Long Service Leave.

During the above period, the Employee had unpaid leave or absences that impact on the accrual of Long Service Leave totalling _____(years and days)

During the above period, the Employee utilised accrued Long Service Leave totalling _____ months

The Employer has recognised net additional service for Long Service Leave purposes with another employer or employer for the Employee totalling _____ (years and days) which was paid out/not paid out (strike out whichever is not applicable) by the former employer(s).

During the above period, the Employee transferred Long Service Leave accrued in respect of the period _____ to _____, to another employer or employer.

The Employee had accrued personal leave totalling _____ hours as at the date of cessation of employment with the Employer

The Employee's Change of Shift Allowance Cap is _____ number of shifts per pay period

Tick all boxes that apply:

[ ] The Employee received a payment in lieu of all unused, accrued Long Service Leave on cessation of employment with the Employer

[ ] The Employee remains employed with (Name of Institution)

[ ] The Employee was employed by the Employer as a PEN or MHO on the date this Agreement came into operation.

[ ] The Employee's Change of Shift Cap is detailed above.

[ ] The Employee was employed by the Employer as an PEN at PEN Level 3

[ ] The Employer has on record a Certificate of Service from another employer covered by the *Victorian Public Mental Health Services Enterprise Agreement 2012-2016* (attach a copy)

Position held: Classification Held:

Signed:

(Stamp of Institution):

NOTE: Upon receipt of the Certificate of Service, the Second Employer must notify the previous Employer that it has recognised any period of long service leave, and if so, the period so recognised.

(Name of Institution) (Date)

_____ ____ (period of service recognised)

Signed: (Stamp of Institution):

SCHEDULE 10 : MINIMUM STAFFING LEVELS

(a) The minimum staffing levels contained within schedule 10 are intended to reflect the base staffing levels in place immediately prior to the commencement of this Agreement.

(b) Where there is a dispute regarding whether schedule 10 reflects the base staffing levels in place immediately prior to the commencement of the Agreement, the dispute will be referred to the MHICC for resolution by consensus. If resolved, the outcome will be recorded in writing. If unresolved, either party may utilise the dispute resolution procedure to resolve the dispute. The effect of the outcome of any dispute will be to amend or confirm the staffing profile in Schedule 10.

Schedule 10 - Minimum Staffing Profiles – Bed Based Services

Health Service	Unit Name	Beds	ICA Beds (HDU)	AM W'day/W'end	PM W'day/W'end	ND W'day/W'end	Additional Shifts (if any)
Forensicare	Adult – Older Persons Services Apsley Unit	8		5 WD 5 WE	6 WD 6 WE	4 WD 4 WE	H Shift: 1 WD 1 WE
Forensicare	Adult & Older Persons Services – Argyle Unit	17		6 WD 6 WE	6 WD 6 WE	4 WD 4 WE	H Shift: 1 WD 1 WE
Forensicare	Adult & Older Persons Services – Atherton Unit	17		6 WD 6 WE	6 WD 6 WE	4 WD 4 WE	H Shift: 1 WD 1 WE
Forensicare	Adult & Older Persons Services – Barossa Unit	12		5 WD 5 WE	6 WD 6 WE	4 WD 4 WE	H Shift: 1 WD 1 WE

Forensicare	Adult & Older Persons Services – Canning Unit	22		5 WD 5 WE	5 WD 5 WE	4 WD 4 WE	H Shift: 1 WD 1 WE Day (8-16:30) 1 WD 1 WE
Forensicare	Adult & Older Persons Services – Daintree Unit	20		4 WD 4 WE	4 WD 4 WE	3 WD 3 WE	Day (8-16:30) 1 WD 1 WE
Forensicare	Adult & Older Persons Services – Jardine Unit	16		3 WD 3 WE	2 WD 2 WE	2 WD 2 WE	H Shift: 1 WD 1 WE
Forensicare	Adult & Older Persons Services – Bass Unit	24		6 WD 6 WE	5 WD 5 WE	4 WD 4 WE	H shift: 1 WD 1 WE Day (8-16:30) 1 WD 1 WE

Custodial Mental Health Units

(a) Custodial Mental Health Units is included within this Schedule 10 for the purpose of clause 138, 77& 139.

Health Service	Custodial Mental Health Unit	Capacity	AM W'day/W'end	PM W'day/W'end	ND W'day/W'end	Additional Shifts (if any)
Forensicare	Adult & Older Persons Services Ravenhall Correctional Centre – Moroka	10	3 WD 3 WE	3 WD 3 WE	1 WD 1 WE	
Forensicare	Adult & Older Persons Services Ravenhall Correctional Centre Tambo	10	1 WD 1 WE	1 WD 1 WE	0 WD 0 WE	
Forensicare	Adult & Older Persons Services Ravenhall Correctional Centre – Aire	25	4 WD 4 WE	4 WD 4 WE	1 WD 1 WE	
Forensicare	Adult & Older Persons Services Ravenhall Correctional Centre – Erskine	30	4 WD 4 WE	4 WD 4 WE	1 WD 1 WE	
Forensicare	Adult & Older Persons Services Ravenhall Correctional Centre – Everton	25	3 WD 3 WE	3 WD 3 WE	1 WD 1 WE	
Forensicare	Adult & Older Persons Services Dame Phyllis Frost Centre – Marrmak Unit	20	3 WD 3 WE	3 WD 3 WE	1 WD 1 WE	H Shift: 2 WD 2 WE
Forensicare	Adult & Older Persons Melbourne Assessment Prison – Acute Assessment Unit	16	1 WD 1 WE	1 WD 1 WE	1 WD 1 WE	Day (8-16:30): 3 WD 3 WE

SCHEDULE 11 : ADDITIONAL STAFFING

PART A – NURSING

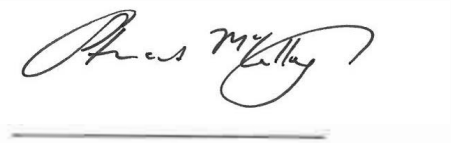
Graduate Support Nurse Allocation

Implemented from commencement of Agreement

Health Service	**2 EFT**
Men's Acute Unit/s	**1**
Women's Acute Unit/s	**1**

SIGNATURES

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



Signature

Stuart McCullough

Name (print)

Chief Executive Officer

Title

Witness Tim Nagle

Name of Witness (print)

SIGNED for and on behalf of **AUSTRALIAN NURSING AND MIDWIFERY FEDERATION, 535 Elizabeth Street, Melbourne** by its authorised officers in the presence of:

Signature

Madeleine Harradence

Name (print)

Secretary

Title

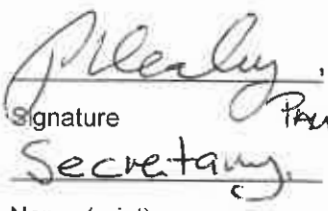
Date: 29 May 2026

Witness

Kellie Whitefield

Name of Witness (print)

SIGNED for and on behalf of **HEALTH SERVICES UNION, Level 2, 251 Queensberry Street, Carlton** by its authorised officers in the presence of:



Signature PAUL HEALEY.

Secretary.

Name (print)

01·06·2026

Title

Witness

REBECCA SPREKOS

Name of Witness (print)

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2026/1344

Applicant: Victorian Hospitals' Industrial Association

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKING – SECTION 190

I, Timothy Nagle, Director Workplace Relations Services, have the authority given to me by the Victorian Institute of Forensic Mental Health (**the employer**) to give the following undertakings with respect to the Victorian Institute of Forensic Mental Health Services Enterprise Agreement 2024-2028 (**the Agreement**):

1. Welfare Workers weekly rates of pay

Where the below classifications within the Agreement meet the corresponding Modern Award definition, they will receive the relevant base rate within the Agreement but no less than the equivalent weekly rate of pay prescribed in the Health Professionals and Support Services Award 2010 **(HPSS Modern Award)**:

Agreement Classification	**HPSS Modern Award Classification**	**Minimum Rate of Pay as of 1 November 2025**
Welfare Worker Class 1 Yr 5	Health Professionals Employee Level 1 PP5	$1,369.90
Welfare Worker Class 1 Yr 6	Health Professionals Employee Level 1 PP6	$1,418.50
Welfare Worker Class 2 Yr 1	Health Professionals Employee Level 2 PP1	$1,426.20
Welfare Worker Class 2 Yr 2	Health Professionals Employee Level 2 PP2	$1,478.10
Welfare Worker Class 2 Yr 3	Health Professionals Employee Level 2 PP3	$1,534.50
Welfare Worker Class 2 Yr 4	Health Professionals Employee Level 2 PP4	$1,595.60

Welfare Worker Class 4 Yr 1	Health Professionals Employee Level 3 PP1	$1,664.80
Welfare Worker Class 4 Yr 2	Health Professionals Employee Level 2 PP2	$1,711.50
Welfare Worker Class 4 Yr 3	Health Professionals Employee Level 3 PP3	$1,748.30

For the avoidance of doubt, the assessment as to whether the modern award or agreement is payable at any point occurs throughout the life of the Agreement.

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

Signature_____

Date: 29 June 2026