

VICTORIAN INSTITUTE  
OF FORENSIC MENTAL  
HEALTH SERVICES  
ENTERPRISE  
AGREEMENT 2020-2024

## SECTION 1: COMMON TERMS

# 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 2020-2024 (Agreement).

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## 4. Division into Sections and Schedules

4.1 This Agreement is divided into the following:

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Section 3	Health Professionals, Psychologists and Lived Experience Workers	237
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Schedule 9	Letter of Appointment – RPN, PEN and MHO	419
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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.

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## 5. Application of Section 2

The terms of Section 2 of this Agreement apply to Employees engaged as:

- (a) Registered Psychiatric Nurse;
- (b) Psychiatric Enrolled Nurse; or
- (c) Mental Health Officer

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## 6. Application of Section 3

The terms of Section 3 of this Agreement apply to Employees engaged in one of the following classifications:

- (a) Art Therapist, Child Psychologist, Community Development Worker, Health Information Manager, Lived Experience Workers, Music Therapist, Occupational Therapist, Physiotherapist, Play Therapist, Recreational Therapist, Social Worker, Speech Pathologist, Welfare Worker, Psychologists or Youth Worker.

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## 7. Application of Section 4

The terms of Section 4 of this Agreement apply to Employees engaged in a classification set out in Schedule 7 which includes Health and Allied 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 6 which includes Management and Administrative Officers.

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## 9. Definitions

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

- (a) **Act** means Fair Work Act 2009 (Cth).
- (b) **ANMF** means the Australian Nursing and Midwifery Federation.
- (c) **BPEC** means Best Practice Employment Commitment.
- (d) **Carer Consultant** means a person employed by an Employer and classified as a Carer Consultant in Schedule 7, Clause 6. For the avoidance of doubt, this does not include persons who volunteer as carer consultants, in relation to that volunteer work.
- (e) **CATT** shall mean Crisis Assessment Treatment Team and includes other work designated by the Employer as a community based crisis response howsoever titled.
- (f) **Commission** means the Fair Work Commission or any successor body.
- (g) **Consumer Consultant** means a person employed by an Employer, and classified as a Consumer Consultant in Schedule 7, Clause 5. For the avoidance of doubt, this does not include persons who volunteer as consumer consultants, in relation to that volunteer work.
- (h) **Department** means the Department of Health (Victoria) or any of its predecessors or successors.
- (i) **EFT** shall mean equivalent full time Employee.
- (j) **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.
- (k) **Employer** means the employer listed in Schedule 1 to this Agreement.
- (l) **HACSU** means a Branch of the Health Services Union, known as the Health and Community Services Union.
- (m) **Health and Allied Services Employee** means a person employed in any of the classifications listed in Schedule 7 of this Agreement.
- (n) **Health Professional** means a person employed in any of the following classifications as set out in Schedule 5 of this Agreement:
- (o) **HRP Act** means the Health Practitioner Regulation National Law Act 2009 (Vic)
- (p) **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 step child or an ex nuptial child), parent, grandparent, grandchild, or sibling of the Employee or the Employee's spouse.
- (iii) This definition includes step-relations as well as adoptive relations.
- (q) **Lived Experience Worker** means an Employee employed in accordance with the definition listed at Schedule 5.
- (r) **Management and Administrative Officer** means a person employed in any of the classifications listed in Schedule 6 of this Agreement.
- (s) **Mental Health Act** means the *Mental Health Act 2014* (Vic) or its successor.
- (t) **Mental Health Officer** ('MHO') means a person employed by an Employer and classified in accordance with the MHO classification in clause 115.
- (u) **Mental Health Industry Implementation Committee** (MHIIC) means the committee referred to in clause 12.1 of this Agreement.
- (v) **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 the Employer listed in Schedule 1.
- (w) **Mental Health Workplace Implementation Committee** (MHWIC) means the committee referred to in clause 12.3 of this Agreement.
- (x) **NES** means the National Employment Standards as contained in the Act
- (y) **NMBA** means the Nursing and Midwifery Board of Australia.
- (z) **OHS Act** means the Occupational Health and Safety Act 2004 (Vic).
- (aa) **Parties** means, the Employers, HACSU, HSU4 and ANMF.
- (bb) **Peer Worker** means a person employed by an Employer and classified as a Peer Worker and classified as a Peer Worker in Schedule 5, Clause 2.7. For the avoidance of doubt, this does not include persons who volunteer as Peer Support Workers, in relation to that volunteer work.
- (cc) **Psychologist** means a person registered by the Australian Health Practitioner Regulation Agency (AHPRA) in partnership with the Psychology Board of Australia (**PBA**), including psychologists with provisional registration.
- (dd) **Psychiatric Enrolled Nurse** ('PEN') means a person employed by an Employer and classified in accordance with clause 114 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.

- (ee) **Registered Psychiatric Nurse** ('RPN') means a person employed by an Employer and classified in accordance with clause 113, 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.

- (ff) **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

- (gg) **Unions** means the ANMF, HACSU and HSU No.4 Branch (who with HACSU have joint coverage of Psychologists employed by Forensicare).

- (hh) **VHIA** means Victorian Hospitals' Industrial Association.

- (ii) **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).

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## 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, PEN, MH, Health Professional and Health and Allied Services Employee and Management and Administrative Officer and Psychologists; 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 and PEN.



## 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 2024. 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 agree within three months of approval of this Agreement to create a protocol to assist Employers 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 filed with the Commission and 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.

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## 12. Implementation Committees

- 12.1 The Parties agree to establish a Mental Health Industry Implementation Committee (**MHIIC**). This Committee will monitor and oversight the implementation of this Agreement. The MHIIC will be chaired by a representative of the Department of Health and Human Services, and be comprised of representatives of the VHIA (in its capacity as the representative of the Employer), the Unions.
- 12.2 The MHIIC will operate in accordance with terms of reference determined by its members.
- 12.3 The Employer shall establish a Mental Health Workplace Implementation Committee (**MHWIC**) which may include local and state Union representatives. The MHWIC shall address local matters directed to the implementation of this Agreement.
- 12.4 The Mental Health Workplace Implementation Committees will operate in accordance with terms of reference determined by the MHIIC.
- 12.5 **Workplace Implementation Committees**
- (a) A local Workplace Implementation Committee (**WIC**) will continue or, if there is not currently a WIC in operation, be established at each Employer. Having regard for the size and location, a WIC may be appropriate at each facility/campus. The WIC will, where practicable, comprise equal numbers of representatives of the Employer and the union/s for the purposes of:
- (i) agreement implementation; and

- (ii) on-going monitoring and assessment of the implementation of this Agreement; and
  - (iii) to deal with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement; and
  - (iv) Consultation on workplace change matters referred for consideration by either party (this clause does not detract from any parties obligations under Clause 18 – Consultation).
- (b) 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.
  - (c) Priority items for consideration by the WIC will include the matters arising under clause 55 (Family Violence); clause 74 (Union Matters) and other matters that may be identified by the parties as being of relevance.
  - (d) Report and review all DWGs to ensure that all workplace are mapped, known and have Employee elected, trained HSRs to ensure improvements in workplace safety.

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### **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) they will not pursue any extra claims during the term of this Agreement.
- 13.2 Subject to an Employer meeting obligation 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.

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### **14. Copy of Agreement**

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

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### **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.

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### **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

preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

16.2 Accordingly, in fulfilling their obligations under this Agreement, 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.

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## 17. Gender Based Discrimination

17.1 The parties agree, in conjunction with the Department, to establish a Gender-Based Standing Committee (**GBSC**) within 3 months of the commencement of this Agreement.

17.2 The purpose of the GBSC will be to:

- (a) review audit results;
- (b) promote gender equity initiatives; and
- (c) identify and address any gender pay gaps in the public sector organisation.

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

17.4 The GBSC will be comprised of:

- (a) the CEO or their nominee;
- (b) the Unions; and
- (c) the VHIA.

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

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### 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 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 regarding Major Change 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 Major Change 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 80; save that 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 22 of this Agreement.

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**19. Consultation about changes to rosters or hours of work**

This clause 19 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).

19.1 Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

19.2 The Employer must:

- (a) consider health and safety impacts including fatigue;
- (b) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (c) invite the Employee or 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); and
- (d) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.

19.3 The requirement to consult under this clause 19 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.

- 19.4 The provisions of this clause 19 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.

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## 20. 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 21.

### 20.1 Arrangement

This clause is arranged as follows:

- (a) Arrangement (subclause 20.1),
- (b) Definitions (subclause 20.2),
- (c) Redeployment (subclause 20.3),
- (d) Support to Affected Employees (subclause 20.4),
- (e) Salary maintenance (subclause 20.6),
- (f) Relocation (subclause 20.7),
- (g) Employment terminates due to redundancy (subclause 20.8)
- (h) Exception to application of Victorian Government's Policy with respect to severance pay (subclause 20.9)

### 20.2 Definitions

- (a) **Affected Employee** for this clause 20 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 20.3(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 58.10 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.

### 20.3 **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 20.3(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 separation package referred to at clause 20.8.

(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 separation 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.

20.4 **Support to Affected Employees**

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

- (a) counselling and support services;
- (b) retraining,
- (c) preparation of job applications;
- (d) interview coaching;
- (e) time off to attend job interviews; and
- (f) funding of independent financial advice for Employees eligible to receive a separation package.

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

20.5 **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.

20.6 **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 as a result of redeployment; and
- (ii) their personal leave preserved in hours.

20.7 **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 22 – 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.

20.8 **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 Workplace 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.

20.9 **Exception to application of Victorian Government's policy with respect to separation 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 20.6 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.

## **21. Redeployment – former s97 Employees**

21.1 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 his/her 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.

21.2 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.

### **21.3 Salary - full-time Employee**

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

### **21.4 Hourly rate - full-time Employee**

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

### **21.5 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.

### **21.6 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 his/her 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.

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## 22. Disputes Resolution Procedure

### 22.1 Resolution of disputes and grievances

- (a) For the purpose of this clause 22, a dispute includes a grievance.
- (b) This dispute resolution procedure will apply to any dispute arising in relation to:
  - (i) this Agreement (including 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.

### 22.2 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.

### 22.3 **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.

### 22.4 **Discussion of dispute at workplace**

- (a) The Parties will attempt to resolve the dispute at the workplace as follows:
  - (i) in the first instance by discussions between the Employee/s and the Employer'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 22.4 prevents the Parties from agreeing, at any time, to conducting their discussions in writing, subject to subclause 22.2.

- (b) The discussions at subclause 22.4(a) will take place within 14 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 such agreement will not be unreasonably withheld.
- (c) Where a Party believes the requirements of this clause 22.4 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.

### 22.5 **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.



**22.6 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.

**22.7 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 22.7(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.

**22.8 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 22 affects the operation of s.596 of the Act.

**23. Alternative Dispute Resolution Procedure**

**23.1 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 agrees to have an dispute about an alleged underpayment determined by the Panel.

23.2 **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 Employers); 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:** A nominee of the Unions or VHIA may change at any stage depending on the nature of the matter being determined by the Panel.
- (b) The Panel Chair shall act as an independent third party in deliberations of the Panel.
  - (c) A nominee on the Panel must recuse themselves from being involved in a matter if they are directly and/or personally affected by the outcome.
  - (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 22 Disputes Resolution 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 23.5(k) - 23.5(l). Nothing prevents an application to the FWC where the Panel ceases to deal with a dispute without having made a determination.

**23.3 Functions of the Panel Chair**

The Chair shall perform the following functions:

- (a) Notify all parties to the matter and the Department of the hearing dates;
- (b) Chair proceedings of the Panel;
- (c) Conciliate matters, by chairing conferences between the employer(s) and/or their representative/s, and the Union; and
- (d) Anything else necessary to give effect to the provisions of this clause.

**23.4 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 22.4 of the enterprise agreement.
- (b) If the provisions of clause 22.4 (Discussion of dispute at workplace) or clause 22.2 (Obligations) have not been complied with prior to 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) Applications to the Panel to deal with a dispute must be in the following form:

**To: The Independent Disputes Resolution Panel**

**Dispute Application**

Name of Applicant	
Employer	
Union	
Number of employees involved (if applicable)	
Relevant Enterprise Agreement Provision	
Description of the dispute and relevant issues:	
Current status of matters	

Steps already taken to resolve the dispute	

Signed: .....

Date: .....

**(d) Application by an Employee**

- (i) The Chair shall notify the Unions, VHIA and the Employer of an application made by an employee directly to the Panel.
- (ii) 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.
- (iii) The Chair will notify the employee, The Unions, VHIA and the Employer of their findings with respect to scope.
- (iv) 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.
- (v) 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.

**23.5 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 subclause 23.5(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) An application under this clause will include a request that the President of the Commission will appoint a member of the Commission to preside over the matter.
- (n) 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.
- (o) 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.

**23.6 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.

**23.7 Materials to be provided to the Panel**

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

- (a) Staffing/EFT levels and profiles

- (b) position descriptions
- (c) rosters
- (d) proposed and/or actual professional reporting lines for/to the proposed position/s
- (e) records relating to an application (for example: leave backfill, vacancies, absenteeism and leave accruals)
- (f) organisational structure

**23.8 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.

**23.9 Employee Release from normal duty**

- (a) An Employee who is involved in a dispute before the Panel, including a Union representative, 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 representative would have received had they not been released from duty as described above.

**23.10 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 and the Chair shall cause this to be communicated to other relevant parties.

## 24. Managing Conduct and Performance

### 24.1 Application

- (a) Except as provided at subclause 24.1(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 or other representative) with respect to all matters set out in this clause.
- (d) The Employer will notify the Employee in accordance with sub-clause 24.2(b) as soon as practicable following the Employer becoming aware of the alleged concerns at sub-clause 24.1(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.
- (vi) The terms of clause 24.2 to **Error! Reference source not found.** inclusive do not apply to Employees within the scope of the exception in this subclause 24.1(e)(v).

24.2 **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;
  - (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 24.2(d)(iii) - 24.2(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.

24.3 **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 investigative 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 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 24.3(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 subclause 24.3(c) including matters in mitigation if a disciplinary procedure (see clause **Error! Reference source not found.**) is proposed.

#### 24.4 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 subclause 24.4(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.

#### 24.5 Possible outcomes

- (a) Where it is determined that after following the procedures in this clause 24 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 that 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 24.5(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 using a further warning.

#### 24.6 Performance Management

- (a) Nothing in this clause 24 will prevent the Employer from undertaking performance management to support Employees.
- (b) In this clause 24, 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 within a reasonable time period.
- (c) In this clause 24, performance management does not include sanctions in addition to those set out at clause 24 above.

#### 24.7 Disputes

- (a) A dispute over this clause (including sub-clause 24.6) is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

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

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### 25. Termination of Employment

25.1 The Employer may terminate the employment of an Employee by providing 4 weeks' notice in writing.

25.2 The notice required by sub-clause 25.1 above of this Agreement 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.

25.3 An Employee may terminate their employment by providing 4 weeks' notice to the Employer in writing. If an Employee fails to give the required notice the Employer has a right to withhold moneys due to the Employee to a maximum amount equal to the ordinary time rate of pay for the following periods:

Employee's period of continuous service	Period in respect of which pay may be withheld by the Employer
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (a) Sub-clauses 25.1 and 25.3 above do not affect an Employer's right to dismiss any Employee without notice for serious misconduct.
- (b) Sub-clauses 25.1 - 25.3 above of this Agreement do not apply to an Employee engaged as a fixed term employee pursuant to clause 26 (Modes of Employment).
- (c) Payment in lieu of the notice prescribed in sub-clause 25.1 and/ or subclause 25.2, shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice, the amount of compensation must equal or exceed the total of all amounts that, if the Employee's employment had continued until the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period.
- (e) Where the Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

**25.4 Certificate of Service on termination**

A certificate of service including the information at Schedule 10 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.

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**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 95, 129, 175 and 204 (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 85, 93, 169, 170, 189 and 200), for Saturday and Sunday (clauses 92, 136, 188 and 212) and public holiday work (clause 47) 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.

**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 107.11 (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 personal/carer's 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 according to an agreed pattern of work (e.g., relief such as replacing an employee on an unplanned absence); and
    - B. accepts the offer of employment on that basis; and
    - C. is an Employee as a result of that acceptance.
- (c) A casual Employee's engagement is terminable without prior notice by either party subject to the applicable minimum engagement clauses 178 and 206.
- (d) 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 93), weekend work (clause 92) and public holiday work (clause 47) also apply to casual Employees.
- (e) 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%.
- (f) Except where expressly excluded, a casual Employee will be entitled to receive the allowances prescribed by Section 1, Part E of this Agreement.
- (g) A casual Employee shall not be entitled to the following provisions of the agreement:
  - (i) annual leave (clause 104, 142, 190 and 213);
  - (ii) purchased leave (clause 63);
  - (iii) paid personal/carer's leave (clause 58);
  - (iv) paid compassionate leave (clause 54);
  - (v) long service leave – Health Professionals (Note: State LSL Act applies) (clause 57);
  - (vi) professional development leave (clauses 105 and 143) other than clause 105.6 (mandatory training) which does apply to casual Employees;
  - (vii) study leave (clauses 105.3, 146, 147, 191);
  - (viii) examination leave (clauses 105.4, 145);
  - (ix) rosters (clauses 101 and 184);
  - (x) notice period (clause 25);
  - (xi) absences on defence leave (clause 50); and

- (xii) special disaster leave (clause 51).
- (h) A casual Employee is entitled to the following:
  - (i) unpaid personal leave for carer's responsibilities (clause 59);
  - (ii) unpaid compassionate leave (clause 54);
  - (iii) parental leave (clause 62) subject to the eligibility requirements of that clause;
  - (iv) Unpaid family violence leave (clause 55);
  - (v) unpaid ceremonial leave (clause 53); and
  - (vi) all other applicable terms of the Agreement
- (i) 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.
- (j) Further to clause 26.4(i), 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.
- (k) 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 for a specified period of time, which period is known at the commencement of the contract, or for a specified task such as a project or replacement of an absent employee.
- (b) Subject to clause 23.5(c), fixed term employment will not be used to fill an ongoing position.
- (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
- (d) Where an Employee continues to work following the expiry of a fixed term appointment without a written replacement contract being in place, the Employee will be converted to on-going employment from the end date of the fixed term contract.

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.

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## **27. Casual Conversion**

### **27.1 Employer offers**

- (a) Subject to clause 27.2 and in accordance with the NES, an Employer must make an offer to a casual Employee under this section if:
  - (i) the casual Employee has worked shifts for the Employer for a period of 12 months beginning the day the employment started; and
  - (ii) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time employee or a part-time employee (as the case may be).
- (b) The Employer's offer under clause 27.1(a) must:
  - (i) be in writing; and
  - (ii) be an offer for the Employee to convert:
    - A. for an Employee that has worked the equivalent of full-time hours during the period referred to in clause 27.1(a)(ii) – to full-time employment; or
    - B. for an Employee that has worked less than the equivalent of full-time hours during the period referred to in clause 27.1(a)(ii) – to part-time employment that is consistent with the regular pattern of hours worked during that period;
  - (iii) be given to the Employee within 21 days after the end of the 12-month period referred to in clause 27.1(a)(i).

### **27.2 When Employer offers not required**

- (a) The Employer is not required to make an offer under clause 27.1(a) to a casual Employee if:
  - (i) there are reasonable grounds not to make that offer; and
  - (ii) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer;
- (b) The Employer must give written notice to a casual Employee in accordance with clause 27.2(d) if:

- (i) the Employer decides under subclause 27.1(a) not to make an offer to the Employee; or
  - (ii) the Employee has been employed by the Employer for the 12-month period referred to in clause 27.1(a)(i) but does not meet the requirement referred to in paragraph 27.1(a)(ii).
- (c) Without limiting subclause 27.1(a), reasonable grounds for deciding not to make an offer include the following:
- (i) the Employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer, such as where a casual Employee works shifts replacing an employee absence;
  - (ii) the hours of work which the Employee is required to perform will be significantly reduced in that period;
  - (iii) there will be a significant change in either or both of the following in that period:
    - A. the days on which the Employee's hours of work are required to be performed;
    - B. the times at which the Employee's hours of work are required to be performed;which cannot be accommodated within the days or times the Employee is available to work during that period;
  - (iv) making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.
- (d) The notice must:
- (i) advise the Employee that the Employer is not making an offer under clause 27.1; and
  - (ii) include the details of the reasons for not making the offer (including any grounds on which the Employer has decided to not make the offer); and
  - (iii) be given to the Employee within 21 days after the end of the 12-month period referred to in clause 27.1(a)(i).

### 27.3 Employee response

- (a) The Employee must give the Employer a written response to the offer made under 27.1(a) within 21 days after the offer is given to the Employee, stating whether the Employee accepts or declines the offer.
- (b) If the Employee fails to give the Employer a written response in accordance with subclause 27.1(a), the Employee is taken to have declined the offer.

### 27.4 Acceptances of offers

- (a) If the Employee accepts the offer, the Employer must, within 21 days after the day the acceptance is given to the Employer, give written notice to the Employee of the following:



- (i) whether the Employee is converting to full-time employment or part-time employment;
  - (ii) the Employee's hours of work after the conversion takes effect;
  - (iii) the day the Employee's conversion to full-time or part-time employment takes effect
- (b) However, the Employer must discuss with the Employee the matters the Employer intends to specify for the purposes of subclause 27.4(a)(i) – 27.4(a)(iii) before giving the notice.
- (c) The day specified for the purposes of subclause 27.4(a)(iii) must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Employer agree to another day.

**27.5 Employee requests**

- (a) A Casual Employee may make a request of an Employer under this clause if:
- (i) the Employee has been employed by the Employer for a period of at least 6 months beginning the day the employment started;
  - (ii) the Employee has, in the period of 6 months ending the day the request is given, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or part-time Employee (as the case may be); and
  - (iii) all of the following apply:
    - A. the Employee has not, at any time during the period referred to in subclause 27.5(a)(ii) refused an offer made to the Employee under clause 27.1;
    - B. the Employer has not, at any time during that period, given the Employee a notice in accordance with subclause 27.2(b);
    - C. the Employer has not, at any time during that period, given a response to the Employee under clause 27.6 refusing a previous request made under this clause;
    - D. the request is not made during the period of 21 days after the period referred to in subclause 27.1(a)(i).
- (b) The request must:
- (i) be in writing;
  - (ii) be a request for the Employee to convert:
    - A. for an Employee that has worked the equivalent of full-time hours or shifts on a regular and systematic basis during the period referred to in clause 27.5(b)(ii) – to full-time employment; or
    - B. for an Employee that has worked less than the equivalent of full-time hours or shifts on a regular and systematic

basis during the period referred to in paragraph 27.5(b)(ii) – to part-time employment that is consistent with the regular pattern of hours or shifts worked during that period; and

(iii) be given to the Employer.

**27.6 Employer must give a response**

The Employer must give the Employee a written response to the request made under clause 27.5 within 21 days after the request is given to the Employer, stating whether the Employer grants or refuses the request.

**27.7 Refusals of requests**

- (a) The Employer must not refuse the request unless:
- (i) the Employer has consulted the Employee;
  - (ii) there are reasonable grounds the refuse the request; and
  - (iii) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.
- (b) Without limiting subclause 27.7(a), reasonable grounds for refusing a request include the following:
- (i) it would require a significant adjustment to the Employee's hours of work in order for the Employee to be employed as a full-time Employee or part-time Employee
  - (ii) the Employee's position will cease to exist in the period of 12 months after giving the request;
  - (iii) the hours of work which the Employee is required to perform will be significantly reduced in the period of 12 months after giving the request;
  - (iv) there will be a significant change in either or both of the following in the period of 12 months after giving the request:
    - A. the days on which the Employee's hours of work are required to be performed;
    - B. the times at which the Employee's hours of work are required to be performed;which cannot be accommodated within the days or times the Employee is available to work during that period;
  - (v) granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory
- (c) If the Employer refuses the request, the written response under clause 27.6 must include details of the reasons for the refusal.

**27.8 Grants of requests**

- (a) If the Employer grants the request, the Employer must, within 21 days after the day the request is given to the Employer, give written notice to the Employee of the following:
  - (i) whether the Employee is converting to full-time employment of part-time employment;
  - (ii) the Employee's pattern of hours or shifts after the conversion takes effect;
  - (iii) the day the Employee's conversion to full-time or part-time employment takes effect
- (b) However, the Employer must discuss with the Employee the matters the Employer intends to specify for the purposes of subclause 27.7(a)(i) – 27.7(a)(iii) before giving the notice.
- (c) The day specified for the purposes of subclause 27.7(a)(iii) must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Employer agree to another day.
- (d) To avoid doubt, the notice may be included in the written response under clause 27.6.

**27.9 Effect of conversion**

- (a) An Employee is taken, on and after the day specified in a notice for the purposes of subclauses 27.4(a)(iii) and 27.8(a)(iii) to be a full-time Employee or a part-time Employee of the Employer.
- (b) Casual loading will cease, and any benefits relating to permanent employment will commence on the day specified in a notice for the purposes of subclauses 27.4(a)(iii) and 27.8(a)(iii).

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**28. Retention / Transition to Retirement**

28.1 The 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) The 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.
- (b) The 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 63 will be followed.

**28.2 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.

**28.3 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.

**28.4 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.

**28.5 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 (a) or (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

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

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## **29. Return of Property**

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

29.2 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 their Employer that outlines:

- (a) the details and dollar value of the property as at the time provided;
- (b) that the item at all times remains the property of the Employer;
- (c) that the Employee agrees to return the provided property to the Employer on cessation of their employment;
- (d) 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

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### 30. Payment of Wages, Allowances, Employee Records and Related Matters

#### 30.1 Wages and allowances

The wages and allowances provided for by this Agreement are set out in Schedule 2, including applicable increases.

#### 30.2 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.

#### 30.3 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 with the Employer.
- (b) When an Employee's employment has been terminated by the Employer, with notice, payment of all wages and other monies owing to an Employee shall be made to the Employee on or before the final day of work of the Employee.
- (c) Where the Employer terminates the Employee's employment without notice, payment of all wages and other monies owing to the Employee will be made to the Employee within two business days.
- (d) 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.
- (e) **Delays in processing pay**
  - (i) Subject to clauses 30.3(e)(ii) and 30.3(f), 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 clause 30.3(a) to 30.3(d), 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.
  - (ii) Clause 30.3(e) operates subject to:
    - A. the underpayment is 5% or more of the remuneration owed under clause 30.3(a) to 30.3(d); and
    - B. except in cases of hardship, amounts less than 5% will be processed in the Employee's next pay period.

- (iii) 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.
  - (iv) The Employer will notify the Employee of the adjustment being processed and provide the date of payment and any payment identification details.
  - (v) The Employer has fulfilled their obligations under clause 30.3(e) 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 30.3(e)(ii)A.
  - (vi) It is both parties' obligation to complete and forward the timesheet for processing in accordance with the internal processes
  - (vii) Where an underpayment or non-payment arises as a result of Employee error the penalty under clause 30.3(e) does not apply. However, upon notification, the Employer will make its best endeavours to make the payment owing as soon as possible.
- (f) Clause 30.3(e) 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.
- (g) **Overpayments**
- (i) 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.
  - (ii) 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.
  - (iii) Where requested by the Employee, the Employer shall provide a full audit of the Employee's payroll record.
  - (iv) 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.
  - (v) The Employee has the option to repay the overpayment in cash, through a deduction from salary or through another mutually agreed process.
  - (vi) The Employer will not make deductions from wages without written agreement from the Employee in relation to the quantum and timing of the deductions.
  - (vii) 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.

- (viii) Where the circumstances make it appropriate, the Employer may exercise discretion not to pursue recovery of overpayments.
- (ix) Where agreement cannot be reached on any of the matters contained in this clause, the Employee may invoke the Dispute Settling Procedures of this Agreement and no repayment will be commenced until the matter is resolved.

**30.4 Employee Records**

- (a) Payslip
  - (i) The Act and Fair Work Regulations 2009 (Cth) 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 they are 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.
  - (ii) On or before each pay day, the Employer shall also advise each Employee in writing of:
    - A. the Employee name and classification;
    - B. the date of payment;
    - C. the hourly rate of pay;
    - D. amounts of occupational superannuation contributions and details of funds into which contributions are being paid.
- (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 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.



**30.5 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.

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**31. FBT**

Employees who use an Employer provided motor vehicle as a result of the performance of their employment duties (e.g. 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.

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**32. Accident Make up pay**

**32.1 Qualifications for payment**

Upon receiving payment of compensation and continuing to receive such payment under the WIRC Act in respect of an incapacity, an Employee shall be paid accident make up pay by the Employer in relation to whom the entitlement to compensation under the WIRC Act arises.

**32.2 Maximum period of accident make up pay**

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

**32.3 Accident make up pay only payable whilst Employee employed by Employer**

- (a) An Employer is only liable under this clause to pay to an Employee accident make up pay whilst the Employee remains in the employment of the Employer except:
  - (i) where the Employer terminates the employment of the Employee (other than in case of termination due to serious or wilful misconduct on the part of the Employee) who, except for the termination of the employment, would be entitled to accident make up pay; or
  - (ii) where in the case of an Employee who has a current work capacity, the Employee has obtained suitable alternative employment with another Employer because such suitable alternative employment was not available from that Employee's Employer.

**32.4 Limitations on payment of accident make up pay**

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

- (a) in relation to an incapacity which occurred during the first two weeks of the employment unless such incapacity continues beyond the first two weeks of employment in which case the maximum period of payment of accident make up pay will apply only to the period of incapacity after the first two weeks; or
- (b) in relation to any injury, during the first five normal working days of incapacity; or
- (c) for any period that weekly payments under the WIRC Act cease; or
- (d) whilst the Employee is on any other paid leave provided for in this Agreement; or

- (e) unless the Employee has given notice in writing to the Employer of an injury as soon as practicable after the occurrence of the injury; or
- (f) unless the Employee conforms to the requirements of the WIRC Act for medical examinations; or
- (g) if the Employee fails or refuses to commence work in accordance with a limited capacity medical certificate where such work is made available by the Employer which meets the requirements of the certificate; or
- (h) upon the death of the Employee.

**32.5 Employee obligations**

An Employer may require:

- (a) an Employee on engagement to declare all compensation claims made by the Employee in the previous five years. An Employee who knowingly provides false or inaccurate information to the Employer is not entitled to accident make up pay under this clause;
- (b) an Employee to provide evidence to the Employer of continuing payment of compensation under the WIRC Act to the Employee.

**32.6 Calculation of accident make up pay**

Subject to sub-clause 32.7, the amount of accident make up pay for any week which an Employer is required by this clause to pay is calculated as follows:

- (a) for an Employee who has no current work capacity [total incapacity], the amount of accident make up pay is determined by first calculating the salary the Employee would have received under this Agreement had they performed normal duties during that week (including any over award payments but excluding any shift, overtime payments, penalty rates or other similar payments) and then deducting from that amount, the amount the Employee receives in weekly payments in accordance with the WIRC Act for that week; and
- (b) for an Employee who has a current work capacity [partial incapacity] the amount of accident make up pay is determined by first calculating the salary that the Employee would have received under this Agreement had the Employee performed normal duties during that week (including any over award payments but excluding shift, overtime payments, penalty rates or other similar payments), then deducting any amount the Employee earns from undertaking suitable alternative employment (whether that employment is with the Employer upon whom liability falls under this clause or another Employer) and then deducting the amount the Employee receives in weekly payments in accordance with the WIRC Act for that week.
- (c) where an Employee is incapacitated, either totally or partially, for part of a week, such an Employee shall receive pro rata accident pay for that part of the week.

**32.7 No obligation to increase the level of accident make up pay**

An Employer is not liable to increase the amount of accident make up pay to an Employee in the event that weekly payments made to the Employee under the WIRC Act are reduced in accordance with the WIRC Act in respect of the injury for which weekly payments are made.

**32.8 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.

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**33. Salary Packaging**

33.1 All Employees will have access to salary packaging arrangements as follows:

- (a) By agreement with the Employee, the current rate of pay specified in Schedule 2, may be salary packaged in accordance with the Employer's policy on salary packaging provided that the Employer's policy is consistent with the guidelines published by the Australian Tax Office.
- (b) The Employee shall compensate the Employer from within their base remuneration, for any Fringe Benefits Tax incurred as a consequence of any salary packaging arrangement the Employee has entered into. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.
- (c) In the event that salary packaging ceases to be an advantage to the Employee (including as a result of subsequent changes to *Fringe Benefits Tax Act 1986* (Cth) legislation), the Employee may elect to convert the amount packaged to salary. 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.
- (d) The Employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll services (as applicable), as varied from time to time.
- (e) Employees who are considering salary packaging ought to seek independent financial advice. The Employer shall 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.

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**34. 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

**34.1 Definitions**

In this clause:

- (a) **default fund** means the applicable fund set out in clause 34.7 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).

**34.2 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.

**34.3 New Employees**

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

- (a) the Employee's preferred superannuation fund;
- (b) HESTA (or successor); or
- (c) Aware Super superannuation funds (or successor).

**34.4 Where new Employee does not nominate fund**

If the Employee does not nominate a fund, the Employee will pay the Employee's superannuation contributions to the default fund.

**34.5 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; and
- (b) any additional amounts consistent with the trust deed of the superannuation fund.

any payment for a period of paid parental leave under subclause 62.5(a)(i)A, 62.5(a)(i)B or 62.10 until 19 October 2021, after which superannuation shall be paid on parental leave (paid and unpaid) in accordance with sub-clause 34.8.

**34.6 Timing of Superannuation Payments**

Superannuation payments will be paid into the employee's nominated superannuation account during the week following wages being paid by the 31 January 2022 where this is operationally possible. 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.

**34.7 Default Funds**

The applicable default fund will be HESTA.

**34.8 Superannuation during parental leave from 19 October 2021**

From 19 October 2021, the Employer will make superannuation contributions throughout any period of parental leave, paid or unpaid. 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**);
- (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; and
  - (ii) where, during the period of parental leave (either paid or unpaid), the Employee's rate of pay increases under clause 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.

## SECTION 1 | PART E: ALLOWANCES AND REIMBURSEMENTS

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### 35. Childcare Expenses

- 35.1 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.
- 35.2 Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as practicable after the working of such overtime.

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### 36. 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.

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### 37. Forensic Skills Recognition and Development Payment

- 37.1 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.
- 37.2 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 non-accredited - is recognised.
- 37.3 It is agreed therefore that a Forensic Skills Recognition and Development Payment will be introduced and paid to all Employees, engaged in the provision of Forensic Mental Health Services.
- 37.4 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.
- 37.5 The Forensic Skills Recognition and Development Payment shall be set at a rate of:
- (a) 4% of RPN 2 year 2 salary rate (as adjusted from time to time) for all RPN, PEN, Health Professionals, Psychologist, PSO 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.

- 37.6 The Forensic Skills Recognition and Development Payment shall also be paid on all periods of parental leave.
- 37.7 For the purposes of salary packaging and in accordance with clause 33 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.

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## **38. Heat Allowance**

- 38.1 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.
- 38.2 It shall be the responsibility of the Employer to ascertain the temperature.
- 38.3 Where an Employee works for more than one hour as above, the Employee shall be paid an allowance of \$0.40 per hour.

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## **39. Interpreters/Language Allowance**

### **39.1 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 interpreters 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.

### **39.2 Occasional interpreters**

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

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## **40. Seniors Allowance - MHOs and Non-Direct Care Employee**

- 40.1 A MHO/Non-Direct Care employee who is appointed as a 'Senior' will have his/her classification preceded by the word 'Senior' and paid an allowance of 10% to be calculated upon the base rate payable the relevant Schedule in addition to any other allowance to which the Employee is entitled.
- 40.2 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 a similar area 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.
- 40.3 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 fulfil the role of an Employee employed in a similar area or areas; and
- (d) a greater level of judgment is required from the Employee whereby he/she is 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 40.2 above continue to be met.

40.4 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.

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## **41. Telephone Allowance**

41.1 Where the Employer requires an Employee to install and/or maintain a fixed telephone line for the purposes of being on-call, the Employer shall refund the installation costs and pay a fortnightly Telephone Allowance as set out in Schedule 2.

41.2 Where the Employer requires an Employee to install and/or maintain a telephone line for the purposes of being on-call or other purposes:

- (a) the Employer shall reimburse to all Employees the installation costs on production of receipted accounts by the Employee;
- (b) the Employer shall pay to all Employees engaged as RPNs, PENs or MHOs a fortnightly Telephone Allowance as set out in Schedule 2;
- (c) the Employer shall pay to all Employees engaged as Health Professionals the subsequent six monthly rental charges on production of receipted accounts; and
- (d) the Employer shall pay to all Employees engaged in a classification set out in Schedule 6 and Schedule 7 of this Agreement the subsequent rental charges on production of receipted accounts.

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## **42. Uniform and Laundry Allowance**

42.1 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.

42.2 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.

42.3 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.

42.4 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.

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

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

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### **43. Commuted Allowance**

43.1 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.

43.2 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.

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

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### **44. Vehicle Allowance**

44.1 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.

44.2 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).

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### **45. Travelling and Reimbursement**

45.1 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.

45.2 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.

45.3 Any Employee whose duties require her/him to travel shall be paid all reasonable out-of-pocket expenses.

#### **45.4 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.

45.5 **Rural - Satellite Telephones**

To improve safety for rural and other relevant community practitioners, the Employers shall provide access to satellite telephones when required to attend community contacts and mobile coverage is limited.

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

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### 46. Daylight Saving

See also clauses 96, 134, 180 and 208 (Overtime) and 173 and 202 (Accrued Days Off).

- 46.1 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.

- 46.2 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

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### **47. Public Holidays**

- 47.1 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.
- 47.2 Subject to sub-clause 47.3, 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, Queen's Birthday 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.
- 47.3 **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 47.5 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 sub-clause 47.5 below for time worked on the Other Day.
- 47.4 **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.
- 47.5 **Penalty Payments in respect of public holidays**
- (a) An Employee, other than a casual or as specified in sub clause (c) below, 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 47.3 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 92, 136, 188 and 212).
- (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 47.3) 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 sub-clause 92, 136, 188 and 212).
- (c) Employees classified under Schedule 6 of this Agreement shall be paid double time and one half for all time worked on a public holiday; or
- (d) If the Employer and Employee so agree, the Employee may receive ordinary pay for the time so worked plus either:
- (i) time off equivalent to one and one half times the hours worked - within four weeks of the public holiday; or
  - (ii) one and one half times the hours worked added to their annual leave.
- (e) If the public holiday falls on the Employee's rostered day off, he or she shall be entitled to one ordinary day's pay or, if the Employer and Employee so agree:
- (i) the Employee may take one day off within four weeks of the public holiday; or
  - (ii) have one day added to their annual leave.
- (f) Any Employee, other than an RPN or Psychologist, who works on a public holiday shall be paid double time and a half for the time worked. Where an Employee, other than an RPN or Psychologist, ordinarily works Monday to Friday only and does not work on Easter Saturday, he or she shall be entitled to one day's pay in respect of Easter Saturday or where there is mutual consent, within four weeks following the date on which such holiday occurred the Employee may take one day off in lieu thereof or have one day added to their annual leave.

**47.6 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.

**47.7 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.

**47.8 Public Holiday Night Duty**

- (a) An Employee, whether full time or part time, who is rostered to work on the night shift ending on the Public Holiday will receive the Public Holiday penalty rates for the entire shift.
- (b) Employees rostered to work on the night shift commencing on the Public Holiday will not receive the Public Holiday penalty rates for the entire shift.
- (c) An Employee not rostered to work on the night shift ending on the Public Holiday will receive the applicable rostered off benefit.

**47.9 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	x 8 hours	5.05 hours	T1	5.05 hours
38 hours				

- (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.
  - (c) Psychologists who only work Monday to Friday are not entitled to any public holiday benefit arising from a public holiday falling on a weekend.
  - (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.
- 47.10 A benefit arising from clause 47.6 or 47.7 will not be diminished where an Employee is required to, and does, perform recall work on that day.
- 47.11 For the purpose of this clause only, a Weekend Worker is an employee who works ordinary hours on a Saturday or Sunday.
- 47.12 **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%.

## **48. Blood Donor Leave**

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

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## **49. Leave to engage in voluntary emergency management activities**

- 49.1 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.
- 49.2 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.
- 49.3 Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.
- 49.4 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.
- 49.5 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.
- 49.6 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.
- 49.7 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.

*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.*



## **50. Absence on Defence Leave**

- 50.1 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.
- 50.2 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.
- 50.3 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.*

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## **51. Special Disaster Leave**

- 51.1 Special disaster leave of up to 3 days per calendar year 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 their immediate family or household members are 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.

51.2 Special disaster leave is non-cumulative.

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## **52. Gender Transition/Gender Affirmation Leave**

52.1 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 transition.

52.2 Gender Transition 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.

52.3 Employees may give effect to their transition 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.

### **52.4 Amount of gender transition leave**

- (a) An Employee (other than a Casual Employee) who commences living as a member of another gender is entitled Gender Transition Leave for the purpose of supporting the Employee's transition. Gender Transition 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 Transition Leave entitlements outlined in clause (a) above are available to be taken by the Employee within the first 52 weeks after they commence living as a member of another gender.
- (c) Essential gender affirmation procedures may include:
  - (i) medical or psychological appointments;
  - (ii) hormonal appointments;
  - (iii) surgery and associated appointments;
  - (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 Transition 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.
- (e) Gender Transition 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.

**52.5 Gender Transition Leave – Casual employees**

Casual Employees are entitled to access unpaid leave of up to 52 continuous weeks' duration for gender transition purposes.

**52.6 Notice and evidence requirements**

- (a) An Employee seeking to access Gender Transition 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 Transition 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.

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**53. Ceremonial leave**

- 53.1 The Employer may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, including the Annual general Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- 53.2 An Employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to ten working days' unpaid leave in any one year, with the approval of the Employer.
- 53.3 Where an Employer receives a request to substitute a public holiday in accordance with 47.4 of this Agreement for a day during NAIDOC week, the Employer will consider all the circumstances including:
  - (a) any reason identified by the Employee with respect to the request; and
  - (b) the operational requirements of the Employer.
- 53.4 An Employer will not unreasonably refuse a request to substitute a public holiday under this subclause.
- 53.5 Ceremonial leave granted under this clause is in addition to compassionate leave granted under the Agreement.

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**54. Compassionate Leave**

- 54.1 The Employer may use its discretion to grant paid and/or unpaid compassionate leave to relatives not covered by the definition of Immediate Family. For the purpose of this clause Immediate Family includes but is not necessarily limited to the definition located at subclause 9.1(p).
- 54.2 **What is Compassionate Leave?**

Compassionate leave will be available under this clause 54 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; or

- (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 subclause 62.10(b)(i).*

54.3 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.

54.4 **Employees other than casual Employees**

The provisions of clauses 54.5 to 54.8 apply to all Employees other than casual Employees. The entitlements of casual Employees are set out in clause 54.9.

54.5 An Employee is entitled to up to 4 ordinary days' paid leave, on each permissible occasion.

54.6 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.

54.7 The Employer may grant additional paid and/or unpaid compassionate leave at its discretion.

54.8 An Employee may take unpaid additional compassionate leave by agreement with the Employer.

54.9 **Casual Employees**

Subject to the evidence requirements described at clause 54.10, a casual Employee is entitled to 4 days unpaid compassionate leave on each permissible occasion. Unpaid compassionate leave under this subclause may be taken as:

- (a) a single continuous period,
- (b) two separate periods of one day each, or
- (c) any separate periods to which the Employee and Employer agree.

54.10 **Evidence – all Employees**

The Employer may require an Employee to provide satisfactory evidence to support the taking of leave.

## **55. Family 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.*

### **55.1 General Principle**

- (a) The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.
- (b) Leave for family violence purposes is available to Employees who are experiencing, or being threatened with, family violence and also to allow them to be absent from the workplace to attend counselling appointments, medical appointments, legal proceedings or appointments and other activities related to, and as a consequence of, family violence.

### **55.2 Definition of Family Violence**

For the purposes of this clause, family violence is as defined by the *Family Violence Protection Act 2008* (Vic) which defines family violence at section 5, in part, as follows:

- (a) behaviour by a person towards a family member of that person if that behaviour:
  - (i) is physically or sexually abusive; or
  - (ii) is emotionally or psychologically abusive; or
  - (iii) is economically abusive; or
  - (iv) is threatening; or
  - (v) is coercive; or
  - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause (a) above.

### **55.3 Eligibility**

- (a) Paid leave for family violence purposes is available to all Employees with the exception of casual Employees.
- (b) Casual Employees are entitled to access leave without pay for family violence purposes.

### **55.4 General Measures**

- (a) Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and child health nurse or Lawyer. A signed statutory declaration can also be offered as evidence.

- (b) All personal information concerning family 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) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Employer will identify contact/s within the workplace who will be suitably trained to provide the necessary advice to an Employee experiencing family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated People and Culture contact. The immediate supervisor may seek advice from People and Culture if the Employee chooses not to see the People and Culture or Family Violence contact.
- (f) Where requested by an Employee, the People and Culture 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 55.5 and clause 55.6.
- (g) The Employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an Employee reports family violence.

**55.5 Leave**

- (a) An Employee experiencing family violence will have access to 20 days per year of paid Family Violence Leave (pro rata for part-time Employees) following an event of Family Violence and for related purposes such as counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 55.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

**55.6 Individual Support**

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:
  - (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 family friendly and 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 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 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 violence.
- (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

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## 56. Jury Service

- 56.1 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.
- 56.2 An Employee shall notify the Employer as soon as possible of the date upon which they are 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.
- 56.3 The *Juries Act 2000* (Vic), and its successors contain 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.

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## 57. Long Service Leave

### Part 1 - General

#### 57.1 Scope

This clause is split into 4 parts:

- (a) **Part 1** (Clauses 57.1 - 57.2) explains the scope of this clause and includes defined terms used across each Part.
- (b) **Part 2** (Clauses 57.3 - 57.11) 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 57.12 - 57.19) 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 57.20 - 57.24) contains a series of common provisions that apply in respect of all Employees.

57.2 **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 57:
  - (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) a Health and Allied Services employees employed under Schedule 7 in the following roles (howsoever described):
    - A. Cleaner;
    - B. Clerical Worker
    - C. Cook / Food and Domestic Services Assistant;
    - D. Gardener;
    - E. Housekeeper; or
    - F. Patient Services Assistant.
- (c) **Group B Employee** means, for the purpose of this clause 57:
  - (i) Management and Administrative Officer Employees employed in a classification listed in Schedule 6 (Part 1, Grades 1-10 and Part 2, Grades 2-7);
  - (ii) Health and Allied Services Employees employed under Schedule 7 (Levels 1-11) in the following roles (howsoever described):
    - A. Courier;
    - B. Hospital Attendants;
    - C. Peer Worker; or
    - D. Security Officer
  - (iii) Health Professionals employed in a role described under Schedule 5 other than casual employees; or
  - (iv) Psychologists (including Provisional Psychologists) employed under Schedule 8 other than casual employees.
- (d) **Group C Employee** means, for the purpose of this clause 57, an Employee employed in a classification listed in either Schedule 5 or Schedule 8 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 2020-2024*;
    - B. named in Appendix 1 of the *Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2020-2024*; 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.
- (f) **LSL Act** means the Long Service Leave Act 2018 (Vic).
- (g) **Month** means a calendar month.
- (h) **Pay** means 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.
- If a casual Employee does not have normal weekly hours of work, Pay is calculated in accordance with section 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 Fair Work Act 2009 (Cth).

## Part 2 - Long service leave for Group A and Group B Employees

### 57.3 Application of Part 2

This part (clauses 57.3 - 57.10) applies to Group A Employees and Group B Employees only.

For the removal of doubt, all Health and Allied Services Employees (other than casual employees) are intended to be classified as either a Group A Employee or Group B Employee.

**57.4 Entitlement**

- (a) Subject to clause 57.6, Employees are entitled to:
  - (i) six months' long service leave with Pay on completion of fifteen years of Continuous Service; and
  - (ii) thereafter an additional two months' long service leave with Pay on completion of each additional five years of Continuous Service.
- (b) Subject to clause 57.6(c), an entitlement under clause (a)(i) may be taken in advance on a pro rata basis if the Employee has accrued Continuous Service of at least:
  - (i) 10 years as at the date on which this Agreement is approved by the Fair Work Commission; or
  - (ii) from 1 July 2021, 9 years; or
  - (iii) from 1 July 2022, 8 years; or
  - (iv) from 1 July 2023, 7 years.

**57.5 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 directly associated with such Institutions.
  - (ii) **Continuous Casual Employment** means, for the purpose of clause 57.5(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 a Group A or Group B Employee is receiving accident pay under clause 31 (Accident 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, subject to clause 57.11:
  - A. any unpaid leave that is authorised in advance in writing by the Employer to count as service; or
  - B. up to (but not including) [the commencement date for this Agreement], any unpaid absence from work of not more than fourteen days in any year on account of illness or injury; or
  - C. on and from [the commencement date for this Agreement]:
    - 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 62.12; and
    - 3) the first 52 weeks of any other type of unpaid leave not specifically referenced in this subclause (vi);
- (vii) periods of Continuous Casual Employment with an Employer, Statutory Body or Institution, including prior Continuous Casual Employment as a Group C Employee or a casual Health Professional employed in a role described under Schedule 5,

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 a Group A or Group B Employee's Continuous Service for the purpose of calculating the employee's long service leave entitlement:

- (i) any authorised period of unpaid leave as a Group A Employee or Group B Employee not referred to in sub-clause 57.5(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) up to (but not including) the commencement date of this Agreement, any absence on account of injury arising out of or in the course of her/his 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 taken by a Group A Employee or Group B Employee 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 a Group A Employee or Group B Employee for a period not exceeding twelve months in respect of any pregnancy or adoption not covered by 57.5(b)(i) or 57.5(b)(vi).

57.6 **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 57.4(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 57.6(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 period; or

- (ii) in two or three separate periods;
- (iii) in periods of not less than one week; or
- (iv) as otherwise agreed as part of a transfer to retirement scheme.

(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 57.6(c)(i):
  - A. if an Employee (other than a Group B Employee to whom subclause B. applies) requests to take long service leave on a pro rata basis under clause 57.4(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; and/or
  - B. for Group B Employees who are Health Information Managers and Play Therapists, an Employer may, by agreement with the Employee, grant long service leave in advance on a pro rata basis at any time. If the Employee takes long service leave in advance and the Employee's employment ends before the entitlement to the leave would otherwise have accrued:
    - 1) the Employer may, from whatever amount is payable to the Employee upon termination, deduct the amount paid to the Employee for the leave in respect of which the Employee was not entitled; and
    - 2) 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 57.5(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 or half leave at double pay**

- (i) An Employer may approve an application by an Employee to take double the period of long service leave at half pay or half the period of long service leave at double the pay.
- (ii) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 57.6(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 57.6(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.

#### 57.7 **Payment on termination of employment**

##### (a) **Interpretation**

For the purposes of this clause 57.7, 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 57.7(c) below, an Employee is entitled to payment in lieu of untaken long service leave upon termination of employment (calculated at one thirtieth of the period of Continuous Service) if, as at the termination date:

- (i) in the case of a Group A Employee or Group B Employee (other than a Health Information Manager or Play Therapist):
  - A. the Employee has accrued a full long service leave entitlement under clause 57.4(a) above; or
  - B. the Employee has an entitlement to pro rata long service leave under clause 57.4(b) and the termination occurred for any reason other than the Employee's behaviour; or
- (ii) in the case of a Group B Employee employed as a Health Information Manager or Play Therapist, the Employee has accrued at least 7 years' Continuous Service with the Employer.

##### (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 57.4(b) and who intends to be re-employed by another Statutory Body or Institution, 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 57.7(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 57.7(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 57.7(b).
- (iii) For the purposes of this subclause, re-employment by another Statutory Body or Institution 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 long service leave under clause 57.7(b); and
  - B. the 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 57.7(b) above.

**57.8 Public holidays and Accrued Days Off**

See also clauses 47 (Public Holidays) and 173 and 202(Accrued Days Off).

Long service leave is inclusive of any public holiday or ADO occurring during the period when leave is taken.

**57.9 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 10 will constitute acceptable proof.

**57.10 No entitlement arising for periods of leave already taken**

For the removal of doubt, where an Employee makes an election under clause 57.7(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.

**57.11 Transitional Arrangements for Parental Leave taken as a Group A Employee or Group B Employee after 1 November 2018 and before the commencement date of this Agreement**

Note 1: Unpaid Parental Leave taken prior to 1 November 2018 does not count as Continuous Service unless otherwise agreed, per subclause 57.5(b)(vi)A.

Note 2: Unpaid Parental Leave taken after the commencement date of this Agreement will constitute Continuous Service, per clause 57.5(b)(vi)C.2).

- (a) As an exception to subclause 57.5(b), an Employee who took a period of unpaid Parental Leave that included any part of the period between 1 November

2018 and the commencement date of this agreement (inclusive) may make an application to the Employer to have that service recognised for Long Service Leave purposes. The Employer will approve the application and provide to the Employee an updated Certificate of Service reflecting the adjusted service arrangements.

- (b) An Employee electing to make an application under 57.11(a) must make the application to the Employer no later than 6 months of the following (whichever occurs last):
  - (i) the date on which this Agreement commences; or
  - (ii) the date on which the Employee returns to work after the qualifying period of unpaid Parental Leave.
- (c) This clause 57.11 shall also apply to an Employee in respect of a former Employer if the Employee took a qualifying unpaid period of Parental Leave under this clause while employed by that former Employer.

### **Part 3 - Long service leave for Group C Employees**

#### **57.12 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 57.12 - 57.19).

#### **57.13 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 sections 12-14 and 57 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.

#### **57.14 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.

#### **57.15 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 57.5(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 57.15(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.

57.16 **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 57.15(a) above.

**57.17 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.

**57.18 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.

**57.19 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**

**57.20 Payment for period of leave**

- (a) Payment will be made in one of the following ways:
  - (i) in full advance when the Employee commences his/her 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.

**57.21 Records**

The Employer will keep a long service leave record for each Employee, containing particulars of service, leave taken and payments made.

**57.22 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.

**57.23 Concurrent Service**

- (a) Subject to subclause (b), concurrent service with two or more employers remains separate and distinct.
- (b) If a full-time or part-time Group A or Group B Employee transfers from an employer or another Institution or Statutory Body (the first employer) to the Employer or another Institution or Statutory Body (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 the Employee's service with the first

Employer may transfer to the new Employer (despite the Employee remaining employed with the first Employer), if:

- (i) the new employer is the Employer or another Institution or Statutory Body; and
  - (ii) the Employee does not have an entitlement to take long service leave under clause 57.4(a);
  - (iii) the Employee has not already taken or been paid in lieu of long service leave in respect of the relevant period; and
  - (iv) either:
    - A. the Employee notifies the first Employer of the transfer in accordance with sub-clause 57.7(c) (Election for payment of entitlement or transfer of entitlement at termination); or
    - B. the second Employer otherwise confirms in writing to the first Employer that the period of service has been so recognised. For the removal of doubt, where the second Employer recognises the Employee's service with the first Employer, it must provide written notification of its determination to the first Employer.
- (a) If a Group A or Group B Employee's long service leave entitlement is transferred in accordance with subclause 57.23(b):
- (i) 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).
  - (ii) 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 57.7(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 57.7(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 56.7(b)(i)B.) 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.

57.24 **Savings**

- (a) Clause 57.23(b) shall not apply to an Employee classified as a Health Information Manager, Play Therapist, and 57.7(c), 57.8, 57.11(b) and 57.23(b) and (c) shall not apply to any other Group B Employee, 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

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## **58. Personal/Carer's Leave**

This clause does not apply to casual Employees. The entitlements of casual Employees are set out in clause 59.

### **58.1 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 greater) in the first year of service;
  - (ii) 106 hours and 24 minutes or as provided by the NES (whichever is 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.

### **58.2 Additional Leave**

In addition to the personal leave and compassionate leave clauses contained within this Agreement, 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. This additional leave does not accrue from year to year.

58.3 A part time Employee accrues leave on a pro rata basis.

58.4 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.

### **58.5 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.

### **58.6 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, because of:
  - (i) a personal illness or injury affecting them; or

- (ii) an unexpected emergency (carer's leave).
  - (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.

**58.7 Personal Leave used for personal illness or injury (sick leave)**

(a) **General**

An Employee may take personal leave for the reasons described at clause 58.6 above and clause 58.8 below.

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

An Employee may use up to five day's 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.

(c) **Evidence requirements**

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 clause 58.7(b)) evidence of attendance. Evidence that would satisfy a reasonable person that the Employee is absent due to personal illness or injury includes:

- (i) a medical certificate from a registered health practitioner acceptable to the Employer; or
- (ii) a Statutory Declaration signed by the Employee with respect to absences on three occasions in any one year not exceeding three consecutive working days each.

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

An Employee may be absent for a single day without evidence of personal illness or injury as required at clause 58.7(c) above, on not more than three 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 health service procedure of the single day absence as set out at clause 58.7(f) below.

(e) **Single Day Absences Without Certificate - Additional Leave**

Where the one-day absences referred to in clause 58.7(d) are not taken for a period of five years, an additional 38 hours personal leave will be added to the Employee's accrued entitlement.

(f) **Notice requirements**

- (i) 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.

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

(g) **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 advice as required by clause 58.7(f) 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.

58.8 **Personal Leave used to care for an immediate family or household member (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 family or household experiencing family violence as described at clause 55.5(b).

(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 by telephone at the first opportunity on the day of absence.

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

An Employee who has exhausted paid personal leave entitlements is entitled to take unpaid carer's leave. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (or two full shifts where ordinary shifts exceed 8 hours) per occasion, provided the evidentiary requirements are met.

**58.9 Personal leave on a public holiday**

See also clause 47 (Public Holidays)

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.

**58.10 Portability of Personal Leave**

Where an Employee is and has been in the service of an employing institution transfers to the Employer, the Employer will credit accumulated Personal Leave to such an Employee in their new employment, provided:

- (a) the period of absence between employment with one institution and the Employer is less than an Employee's allowable period of absence (as defined in clause 57.2(a));
- (b) 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 between an engagement with one employer and the Employer. An absence in excess of the allowable period of absence will operate so as to exclude the Employee from any benefit under this subclause 58.10.
- (c) The Employer may require an Employee to produce a written statement from their previous employing Institution specifying the amount of accumulated personal leave standing to the credit of such Employee at the time of leaving that previous employment.
- (d) Where an Employee transfers to the 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 subclause 58.10.
- (e) Provided further that where any Employee for the sole purpose of undertaking a course of study related to nursing 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.

**58.11 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.

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**59. Casual Employment- Caring responsibilities**

59.1 Subject to the evidentiary and notice requirements that apply to Personal/Carer's Leave under clause 58, 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; or
- (b) an unexpected emergency affecting them; or
- (c) the birth of a child;

59.2 The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion, which may be



taken as a single continuous period of up to two days or any separate periods to which the Employer and Employee agree.

- 59.3 The casual Employee is not entitled to any payment for the period of nonattendance.
- 59.4 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 an Employer to engage or not to engage a casual Employee are otherwise not affected.
- 59.5 Where the Employer requires the casual Employee to provide satisfactory evidence to support the taking of leave, the Employee will be required to meet the evidence requirements above.

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## **60. Pre-Adoption Leave**

- 60.1 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.
- 60.2 The Employee and the Employer should agree on the length of the unpaid leave.
- 60.3 Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.

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## **61. Pre-natal Leave**

- 61.1 An Employee required to attend pre-natal 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/carer's leave.
- 61.2 The Employee must give the Employer prior notice of the Employee's intention to take such leave.

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## **62. 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 34.8.*

### **62.1 Structure of clause**

This clause is structured as follows:

- (a) Definitions: subclause 62.2
- (b) Long parental leave – unpaid: subclause 62.3
- (c) Short parental leave – unpaid: subclause 62.4
- (d) Paid parental leave: subclause 62.5
- (e) Notice and evidence requirements: subclause 62.6
- (f) Parental leave associated with the birth of a Child – additional provisions: subclause 62.7
- (g) Unpaid pre-adoption leave: subclause 62.8
- (h) Where placement does not proceed or continue: subclause 62.9

- (i) Special maternity leave: subclause 62.10
- (j) Variation of period of unpaid parental leave up to 12 months: subclause 62.11
- (k) Right to request extension of period of unpaid parental leave beyond 12 months: subclause 62.12
- (l) Parental leave and other entitlements: subclause 62.13
- (m) Transfer to a safe job: subclause 62.14
- (n) Returning to work after a period of parental leave: subclause 62.15
- (o) Replacement Employees: subclause 62.16
- (p) Communication during parental leave – organisational change: subclause 62.17
- (q) Keeping in touch days: subclause 62.18

Other provisions associated with parental leave are also included in this Agreement. Specifically, prenatal leave at clause 61, flexible working arrangements which includes the right to request to return from parental leave on a part time basis at clause 76, leave to attend interviews and examinations relevant to adoption leave (pre-adoption leave) at clause 60 and breastfeeding at clause 75.

## 62.2 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 57.2) 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 for a sequence of periods of employment during a period of at least 12 months 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 (d) means an Employee who has at least six months' Continuous Service or an Eligible Casual Employee as defined above.

- (e) **Employee Couple** has the same meaning as under the Act.
- (f) **Flexible Long Parental Leave** means the 30 days' unpaid parental leave an Eligible Employee may take under subclause 62.3(g) 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 62.3. A person taking Long Parental Leave under subclause 62.3(a)-(e) 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 62.4 (Short Parental Leave – Unpaid).
- (k) **Spouse** includes a person to whom the Eligible Employee is married, or 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.

**62.3 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 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 is the Primary Carer, or in the case of a Stillbirth, the Eligible Employee would have been the Primary Carer if the Child had been born alive.
- (b) Except as provided at subclause 62.3(g) (Flexible Long Parental Leave) and subclause 62.18 (Keeping in Touch Days), the Eligible Employee must take the leave in a single continuous period.

- (c) Where an Eligible Employee is a member of an Employee Couple, except as provided at subclauses 62.3(g) (Flexible Long Parental Leave) and 62.4 (Short Parental Leave – Unpaid), parental leave must be taken by only one parent of an Employee Couple at a time in a single continuous period.
- (d) Each member of an Employee Couple may take a separate 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.
- (e) Subject to subclause 62.3(f), an Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 62.11 (Variation of period of unpaid parental leave (up to 12 months)).
- (f) 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.
- (g) **Flexible Long Parental Leave**
  - (i) An Eligible Employee may take up to 30 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) 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 62.6(e)(iii) (subject to any agreement under sub-clause 62.6(e)(iv)).
  - (iii) 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.
  - (iv) An Eligible Employee may take the Flexible Long Parental Leave whether or not they have taken unpaid Long Parental Leave under subclause 62.3(b).
  - (v) An Eligible Employee may take Flexible Long Parental Leave after taking one or more periods of unpaid Long Parental Leave under subclause 62.3(b) only if the total of those periods (disregarding any extension under sub-clauses 62.11 or 62.12 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.
  - (vi) A member of an Employee Couple (*the first employee*) may take Flexible Long Parental Leave on the same day as the other member of the Employee Couple (*the other employee*) is taking unpaid Long Parental Leave only if the total of all periods of unpaid parental leave the first employee takes at the same time as the other employee is no longer than 8 weeks.

- (h) **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 62.6 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 62.6(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 may be agreed to under subclause 62.3(h)(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 62.3(h)(i)A applies in relation to the child;
  - B. that the Employee is fit for work.

**62.4 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 parent 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 62.3 (if applicable).

**62.5 Paid Parental Leave**

- (a) An Eligible Employee commencing parental leave is entitled to paid parental leave on the following basis:
  - (i) from the 19 October 2021 approval of this Agreement and onwards:
    - 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 62.3(h), 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.
- (b) Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation)
- (c) 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.
- (d) 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.

- (e) Subject to clause 57.5(b)(vi) and 57.11 (in the case of long service leave), 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.
- (f) The paid parental leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES.

#### 62.6 **Notice and evidence requirements**

- (a) Subject to clause 62.6(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 62.6(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 62.6(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 62.3 or 62.4 (*the original leave*);
    - 1) at the same time as the Employee gives notice in accordance with subclause 62.6(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 62.6(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 62.6(e)(i).
- (iii) The notice under subclause 62.6(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 62.6(e)(v).

62.7 **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 she is fit for work and, if so, whether it is inadvisable for her to continue in her 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 62.7(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.
- (c) Where a request is made under subclause 62.7(b)(i) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in her present position during a stated period, subclause 62.14 (Transfer to a safe job) will apply.

**62.8 Unpaid pre-adoption leave**

Employees' entitlement to pre-adoption leave is set out at clause 60 (Pre-adoption leave).

**62.9 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 62.9(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.

**62.10 Special maternity leave**

**(a) Entitlement to unpaid special birth-related leave**

- (i) A female Eligible Employee is entitled to a period of unpaid special birth-related leave if she is not fit for work during that period because:
  - A. she has a pregnancy-related illness; or

- B. all of the following apply:
- 1) she has 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) A female Eligible Employee who has an entitlement to personal/carer's leave may, in part or whole, take personal/carer's leave instead of unpaid special birth-related 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/carer's leave entitlements in accordance with the relevant personal/carer's leave provisions.

(b) **Entitlement to paid special birth-related leave**

- (i) A female Eligible Employee is entitled to a period of paid special birth-related leave if the pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Employee gives birth but the baby subsequently dies.
- (ii) Paid special birth-related leave is paid leave not exceeding the amount of paid leave available to Primary Carers under subclause 62.5(a)(i) (plus superannuation).
- (iii) Paid special birth-related leave is in addition to any unpaid special birth-related leave taken under subclause 62.10(a)(i).
- (iv) Paid special birth-related leave available to non-Primary Carers under subclause 62.5(a)(i) 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 62.10(a)(i) or 62.10(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.

62.11 **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 62.3; 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 62.3 (Long Parental Leave – Unpaid) or subclause 62.11 (Right to request an extension 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.

**62.12 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 62.3 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 first period of 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.

- (e) **Reasons for refusal to be specified**

If the Employer refuses the request, the written response must include details of the reasons for the refusal.

- (f) **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.

- (g) **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 62.6(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 62.12(g)(ii) applies above); and
- (iv) the amount of Long Parental Leave to which the other member of the Employee Couple is entitled under subclause 62.3 in relation to the Child is reduced by the period of the extension.

(h) **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.

62.13 **Parental leave and other entitlements**

An Eligible Employee may use any accrued annual leave or long service leave entitlements concurrently with Long Parental Leave as a form of income, save that taking that leave does not have the effect of extending the period of Long Parental Leave.

62.14 **Transfer to a safe job**

- (a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is 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 62.14(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 62.6 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 62.14(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.

62.15 **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 62.15(b)(ii) or subclause 62.15(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 62.14), to the new position;
  - (iii) if subclause 62.15(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 62.15(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause 62.14. 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 62.15(b) and 62.15(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 24-month period 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 62.15(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 62.15(g)(i)A, immediately after the cancellation of the leave; or
    - B. if the action is taken under subclause 62.15(g)(i)B, immediately before the specified day.
  - (iii) This subclause (g) does not limit subclause 62.11(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 a female 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.

**62.16 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.

**62.17 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's representative in accordance with subclause 18.6.
- (b) The Eligible Employee will take reasonable steps to inform the Employer about any significant matters 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 62.17.

**62.18 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 10 days during the period of leave that were keeping in touch days, subject to (d)(ii) below.
- (c) The Employer must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day.
- (d) For the purposes of subclause 62.18(b)(iv) the following will be treated as two separate periods of unpaid parental leave (meaning that an Eligible Employee can work up to 10 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 62.3 Long Parental Leave – Unpaid) and 62.11 (Variation of periods of unpaid parental leave (up to 12 months)); and
  - (ii) an extension of the period of Long Parental Leave under subclause 62.12(Right to request an extension of period of unpaid parental leave beyond 12 months).
- (e) Subclause 62.18(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.

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## 63. Purchased Leave

This clause does not apply to casual Employees.

- 63.1 An Employee may, if mutually agreed with the Employer, purchase up to 4 weeks additional paid leave (referred to as Purchased Leave) in a 12-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



<b>Purchased leave arrangement</b>	<b>Weeks' additional leave purchased</b>	<b>Proportion of annual pay paid each week</b>
49/52	3	49/52
50/52	2	50/52
51/52	1	51/52

For Example:

An Employee who purchased four 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.

- 63.2 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.
- 63.3 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
- 63.4 Purchased Leave may be taken in conjunction with other types of leave.
- 63.5 Purchased Leave must be used in the 12-month period in which it is purchased.
- 63.6 The Employer may grant Purchased Leave for a 12-month period, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.
- 63.7 Where the:
- (a) arrangement, has been varied or cancelled because of extraordinary circumstances; or
  - (b) an 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.
- 63.8 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.
- 63.9 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

## **SECTION 1 | PART H: RESOURCES**

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### **64. 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

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### **65. Recruitment to Vacant Position**

- 65.1 The process for advertising and filling vacancies will be as follows:
- (a) Each ward subject to subclause 69.4 – Acute Inpatient Units, 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.
- 65.2 In order to support these measures, an Employee intending to resign are required to give a minimum of four weeks' notice or the notice specified in the Employee's Contract of Employment, unless a shorter period is agreed to between the Employee and Employer.
- 65.3 The Employer will consult with an Employee and their union about any changes.
- 65.4 **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.

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### **66. Time limit on Higher Duties**

- 66.1 Where following vacancy advertisement as per clause 65, 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.
- 66.2 This provision will not apply where the role is subject to a notified change process as per clause 23 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 66.1.

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### **67. Community Mental Health Discipline Mix**

- 67.1 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.
- 67.2 **Obligation to replace a Nurse with a Nurse**
- Subject to 70.4 and 70.5, a position within a community team which at the commencement of this Agreement was occupied by a Nurse will be replaced with a Nurse.
- 67.3 **Records**
- Each Employer will maintain a written record of nursing positions within teams subject to clause 70 (CWMS) and clause 71 (CTWMS). This record will be made available to the Union/s upon request.

**67.4 Patient Safety/Employee workload considerations**

If following a reasonable recruitment process 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 covered by the Agreement and the expected timelines
- (d) The written record at 67.4 will be updated to reflect the outcome of 67.5.

**67.5 Change**

An Employer may utilise clause 18 where, instead of following the process at 67.4, they propose to permanently alter the overall discipline mix recorded in accordance with 67.4. 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.

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**68. Community Mental Health Engagement Worker**

68.1 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.

68.2 The role will also provide a pathway into mental health for newly registered health practitioners.

**68.3 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) providing 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);
  - (iii) freeing up clinicians to focus on their therapeutic work; and
  - (iv) other duties as directed by health service within scope of qualification and role classifications.

68.4 The role will work under direct supervision from a health practitioner, and not be allocated a caseload.

68.5 The role will be fixed term for a maximum of 18 months.

**68.6 Classification**

- (a) The commencing classification for each eligible discipline will be as follows:
  - (i) PEN Level 1 Year 7

- (ii) OT Grade 1
- (iii) RPN Grade 2 Year 1
- (iv) SW Grade 1 Year 1

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## **69. Workload Management**

69.1 For the purposes of this clause, the term 'nursing staff' does not include the Unit Manager, pre-qualification students, Group/Activities Nurse, 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 or a Nurse whose sole function is that of an ECT Nurse.

69.2 Nothing in this clause is intended to diminish or otherwise alter provisions in an existing policy and/or agreement that provide for standards in excess of the principles set out in this clause.

### **69.3 Workload Management for Health Professionals (See Clause 153 for Psychologists)**

- (a) Adequate numbers of health professionals and psychologists 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.

### **69.4 Acute Inpatient Units**

- (a) Adequate numbers of nursing staff (the staffing allocation) are to be rostered on each shift to ensure that sufficient care per shift is available to each patient consistent with both the professional standards and treatment/program provided by the unit and that a safe environment for patients/clients/residents and staff is maintained at all times.
- (b) The staffing allocation is also to provide sufficient time to enable all Employees to complete all regular organisational commitments, professional development/training and all necessary documentation within the normal shift length.
- (c) 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 specialising an additional nurse shall be engaged where appropriate.
  - (iv) Where a nurse is required to provide one to one support specialising 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.
- (d) The staffing allocation with respect to any ward or unit shall mean the nursing staff numbers regularly used over the twelve months preceding 1 October 2007 and recorded on the FWC file. Where the staffing allocation has been increased as a result of the implementation of additional EFT in accordance with Schedule 11 this will be included in the staffing allocation, unless otherwise agreed between the Employer and unions since 1 October 2007 or during the life of the Agreement.
- (e) There will be no reduction in the staffing allocation as a direct result of the implementation of this Agreement.
- (f) Where any change to the size of the unit is proposed that will have the effect of requiring less staff, the consultation processes of clause 18 (Consultation) will apply prior to any such change occurring.

#### 69.5 High Dependency Units

- (a) A High Dependency Unit (HDU) which includes Intensive Care Areas, ECU, Flexi Care, Acute Management Areas, Low Stimulus or HDU swing beds (however else described) is a designated area within an inpatient 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.
- (b) 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.
- (c) The staffing allocation in clause 69.4 includes High Dependency Units.
- (d) Where the Employer operates a HDU, it will be required to adhere to health and safety standards and requirements for Employees working within a HDU.
- (e) Within the staffing allocation referred to in clause 69.4, the following numbers of nursing staff will be rostered to the HDU:

Number of beds	Minimum number of nurses for HDU
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

All existing staffing profiles and arrangements in place for services not subject to a staffing allocation must be maintained.

The specifically allocated additional nursing EFT outlined in Schedule 11 shall be added to the existing profile as referred to in clause 69.4(d). *For the avoidance of doubt, this additional EFT is intended to ensure that nursing staff rostered to meet the minimum number of nurses for HDU are in addition to existing staffing allocations resulting in no detriment to the LDU.*

- (f) Local HDU 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 (e) above shall be allocated/rostered to a HDU, unless determined by the ANUM (shift leader) as being clinically unwarranted.
  - (ii) Local HDU policies and agreements will inform engagement of additional nursing staff.
  - (iii) The number of patients/clients being supported in a HDU should be consistent with the number of available beds, other than in exceptional circumstances.
  - (iv) Staff rostered in a HDU 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 a HDU, unless such staff are sufficiently trained and experienced.
  - (vi) The Employer must not roster or allocate student nurses to a HDU;
  - (vii) Staff should only be rostered/allocated to HDU for periods of up to 4 hours per shift unless otherwise agreed between the individual nurse and the shift leader.
- (g) Where there are reduced numbers of patients in HDU, nurses allocated to HDU may remain within the HDU 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 HDU whilst a staff member is assisting elsewhere in the unit, they are to return to the HDU.

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## **70. Community Workload Management System (CWMS)**

### **70.1 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 the Employer via the local Mental Health Workplace Implementation Committee (MHWIC).
- (b) The CWMS must operate in accordance with the CWMS principles at subclause 70.3.

### **70.2 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 (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 70.2 or initiate a dispute where (c) is being complied with.
- (e) For the avoidance of doubt, clause 70.2 does not prevent an Employee or their representative enforcing their rights in accordance with clause 70.8.

#### 70.3 **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.

#### 70.4 **Exceptions to clause 70.3(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.

#### 70.5 **Status Quo for an Employer at 40% or above**

Services that have organisational and practitioner development allocation (as per clause 70.3 above) at 40% or above must maintain the status quo.

70.6 **Variation**

The CWMS Principles at clauses 70.3(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.

70.7 **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*'.
- (c)

	<b>Column A</b>	<b>Column B</b>
<b>No.</b>	<b>Direct clinical commitments</b>	<b>Organisational and Practitioner Development commitments</b>
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: <ul style="list-style-type: none"> <li>(a) Consultation services</li> <li>(b) Case conferences</li> <li>(c) Community Education and social activities</li> <li>(d) Community Development activities</li> </ul>	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)

	<b>Column A</b>	<b>Column B</b>
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
	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 (e) Risk assessments (f) Statistics	Staff/Professional Development
	Secondary caseload	

#### 70.8 **Grievances**

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.

#### 70.9 **Overtime**

Overtime and/or time in lieu should not be used as a means to augment the existing workforce or workload requirements.

#### 70.10 **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.

70.11 **No Disadvantage**

No clinician will be subject to less favourable treatment by the Employer by reason of the Employee seeking to enforce her/his rights under this clause.

70.12 **Application of the Dispute Resolution Clause**

The Dispute Resolution clause of this Agreement applies to this clause, including whether a review is warranted for a particular Employer.

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**71. Crisis Team Workload Management System (CTWMS)**

71.1 **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 70.

71.2 **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 1.0 EFT - 2 clear days per month worked
- (b) 0.4 to 0.8 EFT – 1 clear day per month worked

71.3 **Calculation of EFT**

- (a) Subject to (b), the EFT referred to in clause 71.2 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 71.2.

71.4 **Rosters**

- (a) Non-direct care clinical time will be marked on the roster when released in accordance with clause 101 (Rest breaks, rosters and meal breaks).
- (b) The non-direct clinical time may be altered by the Employer once during the roster period. If an Employee performs direct clinical work during their non-direct care clinical commitment time, then such hours will be paid at overtime rates of pay.

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**72. Demand Escalation Policy**

72.1 The Employer will maintain and apply a demand escalation policy in accordance with this clause.

72.2 Demand escalation policies will be developed and revised in consultation with Employees and the Union's

72.3 The 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.

**72.4 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.

72.5 The 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.

72.6 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.

72.7 The policy will encapsulate the principles set out in subclause 72.4 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;
- (b) the accountabilities of those employees involved in the decision making process;
- (c) 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;
- (d) the identification of any alternative environment whereby Nursing care may be provided;
- (e) 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 the de-escalation process.

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## **73. Early Intervention Support Team**

73.1 Forensicare must establish and maintain an Early Intervention Support Team. This team will assist in reducing Occupational Violence and Aggression, provide support to unit based

staff in a timely manner, increase clinical and therapeutic time engagement with patients and provide early intervention and de-escalation.

73.2 Funded nursing positions will become available from 1 July 2017 (17.8 EFT). Following the agreement becoming enforceable, the Parties must consult on the implementation of the team.

73.3 A member of the Early Intervention Support Team should be able to:

- (a) Support seclusion reviews to enhance available staff to maintain continuity of care.
- (b) Provide support where staff on a unit notes that there is a potential or actual escalation of agitation, noise or increased frustration and/or potential for aggression or any other need for extra staff and remain on the unit until the unit settles.
- (c) Cover units during team meetings, handovers, staff meal break periods, clinical supervision and debriefing. Provide cover at patient meal times and medication rounds.
- (d) Engage patient through individual sessions, group sessions, sensory modulation skills and distraction techniques.
- (e) Introduce afternoon groups and be actively engaged in the therapeutic programs.
- (f) Regular appearances on units to provide a visual presence and to provide engagement with patients. (Rounds)
- (g) Assist in escorting patients between units, to and from campus based groups (escorted leave within the campus), trust, kiosk, and to and from the sallyport on return from off ground leaves and when collecting shopping/deliveries.
- (h) Respond should there be multiple responses needed, in addition to incidents where secondary responders have attended.

73.4 The team must consist of at a minimum additional Nursing positions as set out below:

- (a) 1 employee classified at RPN 4 as a Practice and Development Coordinator
- (b) Morning shift- 3 Nurses
- (c) Evening shift- 3 Nurses
- (d) Night shift- 3 Nurses

- 73.5 Operational allocation shall be monitored by clinical administration.
- 73.6 The staffing profile at 73.4, must be maintained at all times. The length of rotation for each team member will be 12 weeks unless otherwise agreed between the parties.
- 73.7 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.
- 73.8 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.
- 73.9 The Early Intervention Support Team is not to disrupt the M4 processes; rather implementation of additional EFT is intended to compliment the therapeutic work undertaken at Forensicare.
- 73.10 An evaluation report of outcomes must be available after 12 months of operation. There is to be no reduction of other funded EFT.

## SECTION 1 | PART J: WORKPLACE RIGHTS, UNION MATTERS AND BPEC

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### 74. Union Matters

#### 74.1 Access to Employees – General

The Union will have access to Employees for any process arising under this Agreement.

#### 74.2 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; and
- (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.

#### 74.3 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, HACSU and 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 HACSU and 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. The 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.

#### 74.4 Delegates and Occupational Health & Safety Representatives

NOTE: Additional rights of HSRs and Deputy HSRs are contained in the OHS Act.

- (a) In this subclause 74.4 Representative means a Union Delegate, Deputy HSR or HSR.



- (b) 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 a union member;
  - (iii) appear as a witness or participate in conciliation, before the commission;
  - (iv) present information on the Union at orientation sessions for new Employees.
- (c) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (d) A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms 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.

**74.5 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.

**74.6 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.

**74.7 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.

**74.8 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.

**74.9 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.

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## **75. Breastfeeding**

### **75.1 Paid break**

The 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.

### **75.2 Place to express or feed**

The 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.

### **75.3 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.

## **76. Flexible Working Arrangements**

- 76.1 The Act entitles a specified Employee to request flexible working arrangements in specified circumstances.
- 76.2 For the purposes of this clause 76, 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.
- 76.3 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.
- 76.4 The specified circumstances are if the Employee:
- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger; or
  - (b) 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; or
  - (c) has a disability; or
  - (d) is 55 years or older; or
  - (e) is experiencing violence from a member of the Employee's family; or
  - (f) provides care or support to a member of the Employee's immediate family. who requires care or support because the member is experiencing violence or abuse from the member's family.
- 76.5 A specified Employee may make a request to the Employer for a change in working arrangements relating to the circumstances at subclause 76.4.
- 76.6 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).
- 76.7 Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.
- 76.8 The request by the Employee must be in writing, set out the change sought and reasons for the change.
- 76.9 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.
- 76.10 Where the Employer refuses the request, the written response must include details of the reasons for the refusal.
- 76.11 Where a request for flexible work arrangements is made, an Employee or the Employer is entitled to meet with the other party to discuss:
- (a) the request;
  - (b) an alternative to the request; or
  - (c) reasons for a refusal on reasonable business grounds.
- 76.12 An Employee or the Employer may choose to be represented at a meeting under subclause 76.11 by a representative including a Union or employer organisation.
- 76.13 The dispute resolution procedure in this Agreement will apply to any grievance / dispute arising in relation to a request for flexible working arrangements.
- 76.14 Other entitlements relevant to family violence can be found at clause 55.

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## **77. Reasonable Adjustments**

- 77.1 Where Employees have a disability (whether permanent or temporary) the Employer is required to make reasonable adjustments to enable the Employee to continue to perform their duties, subject to 77.3(b) below.
- 77.2 An Employer 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.
- 77.3 **Definitions**
- (a) Disability has the same meaning as s. 4 of the *Equal Opportunity Act 2010* 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 mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.

- (b) Reasonable adjustments has the same meaning as s. 20 of the *Equal Opportunity Act 2010* 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; and
  - (viii) The consequences for the Employee in not making the adjustment.

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## 78. Best Practice Employment Commitment (BPEC)

- 78.1 The parties agree to establish a committee to discuss the following Best Practice Employment Commitment (**BPEC**) items during the life of the Agreement and assist in resolving the following issues:
- (a) Reducing the volume and duplication of organisational, clinical, legal and reporting documentation;
  - (b) Reducing the environmental impact of health services;
  - (c) Developing an advanced practice nursing structure with classification descriptors aligned with a contemporary classification stream for liaison, clinical coordinators and advanced practice nurses, and associated translation arrangements;
  - (d) Developing a clear pathway for Nurse Practitioner Candidates;
  - (e) Reviewing existing RPN Classifications, with reference to contemporary practice, to ensure role clarification between different RPN classifications.
  - (f) Reviewing existing Nurse Unit Manager (**NUM**) classification and role with the intention of developing a three level NUM structure having regard to the following principles:
    - (i) The classification must consider:
      - A. **Complexity** –is the levels of interaction of multiple measurable factors such as:
        - 1) Number of Beds
        - 2) Acuity of Beds including HDU beds
        - 3) Hours of service

- 4) FTE and proportion of part-time staff
- 5) Composition of services offered
- 6) Interfacing with multiple teams
- 7) Size of budget/business management responsibility
- 8) Reporting requirements under the Mental Health Act (2014)
- 9) Throughput
- 10) Diversity of staff managed (Multidisciplinary, Lived Experience Workers)
- 11) Regional/isolated setting (away from hospital campus)

B. **Level of Autonomy** – is the degree to which the NUM manages and leads their unit/team. It may be affected by such things as the nature of the unit/team, the model of care and the involvement in Clinical Care, the presence or absence and access to the Mental Health Director of Nursing and relevant support services. Taking into consideration any other operational reports that will influence this.

C. **Access to Health Service Infrastructure and Support** – this means as a leader and manager the NUM utilises, where available, additional expertise to perform their role.

D. **Responsibility** - refers to professional leadership for consumer care and accountability for management of staffing and other resources within the ward/unit/program/service with a focus on improving consumer outcomes

E. **Governance Obligations** – refers to actions taken by leaders at all levels and systems, established for improving the quality of services and safe guarding high standards of care, by creating an environment in which excellence in clinical care will flourish. This may include involvement in accreditation processes.

(ii) The classification structure will as far as practicable result in commonality of the terms and conditions of Nurse Managers undertaking the same type of work within Health Services.

(g) The development of an Administrative Officers structure that is appropriate for the environment work is completed.

(h) The *development* of an appropriate clinical discipline mix comprised of a combination of Nurses and Health Professionals to apply to community mental health teams, having regard to certain criteria.

(i) In the first six months of the new enterprise agreement, a review of the Health Professionals' structure.

- (j) The development of a research classification stream for RPNs.
- 78.2 The Committee will meet at least 4 times per annum.
- 78.3 The Committee will comprise nominated representatives from the unions, the VHIA and the Department (as required). The Committee may, by agreement, establish sub groups or delegate individual matters to a relevant health service(s) as required.
- 78.4 A dispute over the implementation of this clause will be dealt with through conciliation in accordance with clause 22 – Dispute Resolution Procedure.

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## 79. Royal Commission Working Group

79.1 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.

### 79.2 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.

### 79.3 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.

### 79.4 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.

- (b) Identifying any amendments to the Agreement necessary to give effect to the Royal Commission recommendations.
- (c) Seek to reach consensus on any necessary amendments to the Agreement.
- (d) Seek to mitigate address and resolve any significant industrial issues associated with the implementation of the Royal Commission recommendations and legislative reform process.
- (e) Considering and responding to any specific requests from Department of Health during the process.

**79.5 Implementation**

In addition to the Objectives listed at 79.4 the RCWG will consider how it could assist in supporting the implementation of the Royal Commission recommendations.

**79.6 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

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### 80. Occupational Health and Safety / Workplace Violence

#### 80.1 OHS Preliminary

(a) **Relationship to legislation**

These provisions shall be read and interpreted in conjunction with the OHS Act, Equal Opportunity Act 2010 and 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 80.1)
- (ii) OHS Working Group (clause 80.2)
- (iii) Prevention and Management of Workplace Injuries (clause 80.3)
- (iv) Incident reporting, investigation and prevention (clause 80.4)
- (v) Designated work groups (clause 80.5)
- (vi) HSRs (clause 80.6)
- (vii) Occupational Violence and Aggression Prevention and Management (clause 80.7)
- (viii) Workers' Compensation, Rehabilitation and Return To Work (clause 80.8)
- (ix) Accident make up pay (see clause 31).

(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** means any violent, threatening or other abusive behaviour by a person against a member of staff. It may

include, but is not limited to, physical, sexual, emotional, or psychological abuse as well as bullying (including mobbing).

- (vii) **Occupational Violence Principles** includes measures to:
- A. Improve security
  - B. Identify risk to staff and others
  - C. Include family in the development of patient 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 staff
  - G. Provide post-incident support
  - H. Apply anti-violence approach across all healthcare disciplines

#### 80.2 **Industry OHS Working Group**

- (a) The Employers (and their representative), the Employees and the Unions will proactively cooperate in development and recommendation of measures to improve occupational health and safety outcomes, with the intent of improving Employee health and safety, prevent injury, illness and incapacity (and hence workers compensation payments), particularly with respect to 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 NUMs/ANUMs regarding management of Employees;
  - (v) workplace bullying.
- (b) The proactive cooperation described at clause 80.2(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 patient 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) 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) the case Education and training of NUMs/ANUMs, 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) 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.
- (c) As these matters are relevant to all Employees and Employers 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, VPA 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

### 80.3 OHS Risk Management

- (a) 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.
- (b) The Employer will implement the hierarchy of controls to control hazards and will eliminate the hazard at the source as far as reasonably practicable.
- (c) 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, Employers will consult with nurses, midwives and their representatives around matters relating to health and safety in the workplace.

- (d) This Agreement recognises that hazards include, but are not limited to:
  - (i) safe patient and manual handling;
  - (ii) occupational violence and aggression;
  - (iii) circumstances that give rise to adverse effects on psychological health, including bullying, workplace stress and fatigue;
  - (iv) unsafe design and layout of health workplaces;
  - (v) slips, trips and falls;
  - (vi) blood borne and other infectious diseases;
  - (vii) sharps; and
  - (viii) hazardous substances.
- (e) The Employer will ensure Nurse Managers/Supervisors receive adequate education and support to ensure the following can occur:
  - (i) the assessment of OHS risks;
  - (ii) the undertaking of OHS incident investigations; and
  - (iii) consultation with staff over OHS issues.
- (f) The 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.
- (g) The 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. This training will be informed by the results of the audits outlined in 80.7(g)(ii).
- (h) A PSA within an Acute Inpatient Unit will be provided with a fully functional personal alarm device.
- (i) The Employer will ensure that sites with an Acute Inpatient Unit have an adequately staffed Code Grey response in operation.
- (j) 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.

#### 80.4 **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 and implement controls where appropriate to prevent the incident recurring;
  - (iv) provide information regarding the Employee's rights as relevant including the making and lodging of a workers compensation claim or 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) The Employer shall 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.

**80.5 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 shall, 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.

**80.6 HSRs**

- (a) **HSR(s) Election Process**
  - (i) All Employees in the relevant DWG shall be given the opportunity to nominate for a position as an HSR.
  - (ii) Where there is more than one nominee for any vacancy of an HSR position, the method of conducting the election shall be determined by the Employees of the DWG concerned. The relevant union will, where requested by the staff, conduct the election.

- (iii) If there are equivalent nominees to positions vacant then the candidate(s) will be elected unopposed.
- (iv) The Employer will maintain a current list of DWGs as well as the name(s) of the elected HSR(s) for each DWG, date(s) of election and date(s) that the HSR(s) undertook HSR training and shall display this in a prominent place in the workplace at all times.
- (v) Employers 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, HACSU or VPA.

(b) **HSR Training**

- (i) HSRs will be entitled and encouraged to attend a WorkSafe Victoria approved course as soon as practicable following their election.
- (ii) The Employer will permit HSRs to take such time as is necessary or prescribed to attend occupational health and safety training courses approved by WorkSafe Victoria.
- (iii) 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.
- (iv) When attending an approved course, HSRs shall 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.
- (v) 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 an HSR:
  - A. normally works two days a week, and attends a block five-day course;
  - B. has a rostered day off during the course; and
  - C. has a shift that does not overlap, or overlaps only marginally, with the course's hours.
- (vi) Rosters or shifts prior to/post HSR training shall 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.
- (vii) The Employer is responsible for payment of course fees, travel costs and accommodation for HSR attendance at WorkSafe Victoria approved courses.

(c) **Facilities for HSRs**

- (i) 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.

- (ii) Health and safety representatives will have reasonable time release from duty to perform their functions and duties as is necessary or prescribed under the OHS Act.

(d) **Health and Safety Committees**

Health and safety committees will be established where requested by an HSR.

80.7 **Occupational Violence and Aggression Prevention and Management**

(a) **Prevention and Management of Occupational Violence and Aggression**

Employees are entitled to be provided a workplace free of occupational violence and aggression (**OVA**).

(b) **Occupational Violence and Aggression Prevention**

- (i) VHIA, Employers, 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.
- (ii) The Employer will have an action plan, which will be subject to ongoing review, to address occupational violence and aggression.
- (iii) Any action plan will:
  - A. outline the actions necessary to improve security;
  - B. implement proactive measures to identify and address risks;
  - C. ensure a reporting culture and mechanisms to assist in investigation; and
  - D. provide appropriate support following workplace incidents.
- (iv) The action plan will be consistent with the:
  - A. Occupational Violence Principles
  - B. WorkSafe Guidance note relevant to occupational violence and aggression.
- (v) In developing or reviewing an action plan the Employer will consult with HSRs, the unions and affected employees to identify any gaps having regard for the requirements at (c).
- (vi) 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.

- (vii) Upon written request by HACSU, ANMF or VPA, an Employer will provide to the requestion Union the following written information within four (4) weeks:
  - A. the Employer's action plan or, where it does not have one, how it is developing an action plan,
  - B. the name of the Committee responsible for oversight of occupational violence and aggression issues including the contact details of the Committee chair,
  - C. where the Committee at C 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 Chair, and
  - D. details of the Employer's program / system for addressing occupational violence and aggression including relevant policies, and
  - E. other material relevant to the Employer's program / system for addressing occupational violence and aggression and / or action plan.
- (viii) Upon request by a 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.

(c) **Employer with Existing Policies**

The Employer who, at the time this Agreement comes into operation, has 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 occupational health and safety committee(s) (including HSRs) and OH&S 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 other Employee representative; and
  - (v) upon request, meet with the Unions or other Employee representative for consultation regarding the policies, their application and implementation.
- (d) Nothing in this clause limits the Employer from doing anything to support the reduction and prevention of occupational violence and aggression.

(e) **Key Principles**



In developing, reviewing and implementing policies, the following matters will be considered:

- (i) security;
- (ii) risk identification;
- (iii) the development of patient care plans;
- (iv) incident reporting, investigation and action
- (v) workplace design;
- (vi) training;
- (vii) integration of policies and procedures;
- (viii) post incident support;
- (ix) application across all health disciplines; and
- (x) empowering staff to expect a safe workplace.

(f) **Continuous Improvement**

- (i) 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.
- (ii) 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 80.7(b)(vi) and 80.5.
- (iii) 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:
  - A. baseline standards for security; and
  - B. incident reporting systems.
- (iv) The 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.

(g) **OVA Reporting**

- (i) The Employer will make available to the committee designated at clause 80.7(b)(vi) the following information:
  - A. The number of code greys and code black and other alerts relating to risk of violence,
  - B. The overall number of reported incidents of OVA.

- C. The number of incidents that have resulted in injury to staff, patients and visitors and/or the number of incidents that have resulted in property damage where available.
- D. Systemic recommendations and actions affecting risk management and OVA.

- (ii) The Employer will, in consultation with the elected HSR conduct workplace violence audits of mental health facilities.

**80.8 Workers' Compensation, Rehabilitation and Return To Work**

**(a) Workers Compensation Information**

- (i) The Employer will display and make available the WorkSafe Victoria "If You Are Injured at Work" Poster, as amended from time to time.
- (ii) 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.

**80.9 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/carer's 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

**80.10 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.

#### 80.11 **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 preinjury employment the Employer will ensure the Employee is advised of all vacancies as they become available.

## SECTION 2: REGISTERED PSYCHIATRIC NURSES / PSYCHIATRIC ENROLLED NURSES AND MENTAL HEALTH OFFICERS

### SECTION 2 | PART A: PRELIMINARY

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#### 81. Definitions Specific to this Section of this Agreement

81.1 The following definitions will apply in Section 2 of the Agreement:

- (a) **Allowance Rate** means the weekly wage of an RPN Grade 2 Year 3;
- (b) **IQN** means Internationally Qualified Nurse;
- (c) **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;
- (d) **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.
- (e) **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;
    - 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 (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) 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 In Section 2 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 2 | PART B: TYPES OF EMPLOYMENT AND END OF EMPLOYMENT**

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### **82. Employment Arrangements**

- 82.1 The Employer shall provide each Employee on commencement with a letter of appointment containing the information set out in Schedule 8 to this Agreement.
- 82.2 Where the appointment is varied, the variation shall be recorded in writing and a copy provided to the Employee.

## SECTION 2 | PART C: WAGES AND RELATED MATTERS

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### **83. Once off Nurse Alignment Payment – Nurses Only**

- 83.1 At the commencement of this Agreement, Nurses will be paid a once off 'Nurses Alignment' payment equivalent to 3% of wages earned backdated from the FFPPOA 1 December 2020 to 1 July 2021.
- 83.2 The payment includes payments of base rate, overtime, penalties and allowances but not reimbursements that are not subject to an increase over the life of this Agreement.
- 83.3 Superannuation is payable on the payment.
- 83.4 This clause applies to permanent Employees and casual Employees.

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### **84. Annual Retention Payment - MHO only**

- 84.1 An Annual Retention Payment will be paid to full time MHO Employees as follows:
- (a) FFPPOA 1 July 2021 - \$1,500
  - (b) FFPPOA 1 July 2022 - \$1,800
  - (c) FFPPOA 1 July 2023 - \$2,000
  - (d) FFPPOA 1 July 2024 - \$2,000
- 84.2 The payment will be paid to part time Employees on a pro rata basis.
- 84.3 The payment is not applicable to casual Employees and is not considered ordinary time earnings for the purpose of superannuation calculation.

## SECTION 2 | PART D: ALLOWANCES AND REIMBURSEMENTS

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### 85. Change of Shift Allowance – PEN and MHO

#### 85.1 Calculation of change of shift allowance

- (a) For the purposes of clause 85.1(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.
- (c) **Eligibility for ongoing change of shift allowance cap**

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 85.1(b) applies.
- (d) The payment of the change of shift allowance cap will be maintained for each eligible Employee whilst employed by the 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.

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### 86. Higher Duties Allowance

- 86.1 This clause shall not apply to an Employee over the level of RPN5 if they are not undertaking direct clinical work.
- 86.2 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 she/he 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.
- 86.3 Notwithstanding the provisions of sub-clause 86.1 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 86.1 above shall apply.

(b) **Periods of Absence**

- (i) The provisions of sub-clause 86.1 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.

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## 87. **Oncall/Recall Allowance**

NOTE: see Part E: Hours of Work and Related Matters for provisions relating to oncall/recall allowances.

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## 88. **Meal Allowance**

### 88.1 **Meal where overtime worked beyond one hour**

An Employee who works overtime will in the circumstances described in sub-clause 88.2 receive either:

- (a) where the Employer has its own cooking and dining facilities, an adequate meal; or
- (b) the relevant meal allowance as set out in Schedule 2.

### 88.2 **Qualification for meal or payment**

The entitlement under subclause 88.1 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'.

**88.3 Qualification for meal or payment on a rostered day off**

The entitlement under subclause 88.1 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'.

**88.4 Where provision does not apply**

The allowance described at subclauses 88.2 and 88.3 above is not payable where the Employee:

- (a) Receives an adequate meal as described at subclause 88.1(a); or
- (b) could reasonably return home for a meal within the period allowed.

**88.5 Same day payment**

On request meal money shall be paid on the same day as overtime is worked.

**88.6 Payments are in addition**

The payment of a meal allowance under this clause is in addition to any overtime payment.

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**89. Out of Hours Supervisor**

89.1 The arrangements as at 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.

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**90. Qualification Allowance Registered Psychiatric Nurses**

**90.1 Entitlement**

- (a) An Employee will be entitled to a qualification allowance, where an Employee has a:
  - (i) relevant qualification in addition to their base nursing or midwifery qualification;
  - (ii) base qualification that is a double degree or Masters degree; or
  - (iii) a Certificate IV in Training and Assessment.
- (b) In the case of the entitlement under subclause (a)(ii), the qualification allowance will be payable after one year of experience in an area where the qualification is relevant.

In the case of the entitlement under subclause (a)(ii), 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).

**90.2 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.

**90.3 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

payable from the first pay period commencing on or after the evidence is provided.

**90.4 Rates for Qualification Allowances**

**(a) Registered Psychiatric Nurses**

A Registered Psychiatric Nurse shall be entitled to a qualification allowance under this clause and will be paid, in addition to the Employee's salary, as follows:

- (i) 4% of the Allowance Rate - for Registered Psychiatric Nurses 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) 6.5% of the Allowance Rate - for a Postgraduate Diploma, Degree or a Double Degree.
  - (iii) 7.5% of the Allowance Rate - for a Master's Degree.
  - (iv) 10% of the Allowance Rate – for a Doctorate or a PhD.
- (b) The above allowances are to be paid on all periods of paid leave except personal/carer's leave beyond 21 days and long service leave.

**90.5 Qualification allowance - Psychiatric Enrolled Nurses and Mental Health Officers**

- (a) A qualification allowance applies to:
  - (i) a PEN who holds a 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) the PEN 1.8 wage rate for a Level 1 PEN;
  - (ii) the PEN 2.2 wage rate for a Level 2 PEN;
  - (iii) the actual wage rate of the MHO;
- (c) The allowance for a certificate or qualification for a course of 12 months duration is 7.5% of:
  - (i) the PEN 1.8 wage rate for a Level 1 PEN;
  - (ii) the PEN 2.2 wage rate for a Level 2 PEN;
  - (iii) the actual wage rate of the MHO;
- (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.
- (g) **Payment During Leave**

PEN or MHO – the above allowances are to be paid during all periods of leave.
- (h) **Pro rata entitlement**

The allowance is to be paid on a pro-rata basis for part time and casual Employees.
- (i) **Certificate IV in Training and Assessment Allowance Rate**

3.5% of the Allowance Rate per week.
- (j) **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 90.5(b)(ii), the Employee will not be disadvantaged by the introduction of this Agreement.

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## 91. Travelling and Relocation Allowance

This clause concerns payment only and is not intended to exclude the requirements of clause 18 (Consultation) or 20 (Redundancy and Associated Entitlements) or create a new right to be directed to work at another location.

91.1 In this clause Base Employment Campus means a Campus of the Employer at which the Employee ordinarily starts and finishes work.

91.2 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 44, above.

For the avoidance of doubt, the travel will occur within paid time.

91.3 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 91.3 prevents an Employer requiring the travel to occur within the rostered shift.

91.4 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 20.7 of this Agreement (Relocation).

For the avoidance of doubt, nothing in this clause limits the obligations regarding redundancy contained at clause 20 of this Agreement.

91.5 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 20.7(b)-20.7(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.

91.6 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; or

(c) Casuals.

91.7 **Special provisions relating to particular travel**

Employees whose duties require them to travel will be paid all reasonable out-of-pocket expenses.

## **92. Saturday and Sunday Work**

- 92.1 This clause shall not apply to Employees above the classification of RPN 5 if they are not undertaking direct clinical work.
- 92.2 Payment for all ordinary rostered hours of work performed between midnight Friday and midnight Sunday (inclusive) shall be paid for at the rate of time and one half.
- 92.3 If the Saturday or Sunday work involves duty in excess of the prescribed ordinary rostered hours the excess period shall be paid at the rate of double time.
- 92.4 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 the Employer 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.
- 92.5 The rates for overtime performed between midnight on Friday and midnight on Sunday are set out in at clause 96 (Overtime).

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## **93. Shift Allowances**

- 93.1 This clause shall not apply to an Employee over the level of RPN5 if they are not undertaking direct clinical work.
- 93.2 In addition to any other rates prescribed elsewhere in this Agreement an Employee whose rostered hours of ordinary duty:
- (a) finish between 6:00 p.m. and 8:00 a.m., or commence between 6:00 p.m. and 6:30 a.m. will be paid an amount equal to 2.5% of the rate of the Allowance Rate as prescribed in clause 81 of this Agreement per rostered period of duty per rostered period of duty;
  - (b) except where the 'Sunday night duty allowance' at (c) applies, finish on the day after commencing duty or commence after midnight and before 5:00 a.m. will be paid a night duty allowance as set out in Schedule 2; or
  - (c) Sunday night shift allowance:
    - (i) by no later than 1 July 2022, the parties will implement a system through the MHIIC to collect and share data on unscheduled absences on weekends and nights between themselves and Department; and
    - (ii) operative as a trial commencing FFPPOA 1 July 2024, full-time or part-time employees (including fixed term) finishing on a Monday after commencing duty on a Sunday will be paid a Sunday night shift allowance as set out in Appendix 2.
    - (iii) This trial will end 13 pay periods after commencement, following which the parties will review the data on unscheduled absences on weekends and the effectiveness of the Sunday night shift allowance in addressing such absences.

## **94. Sole Allowance**

94.1 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

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### 95. Hours of work

95.1 A full time Employee will work an average of 152 hours per four-week period.

95.2 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 the 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.

### 95.3 Accrued Day Off

A rostered day off is to accrue for all full-time Employees.

### 95.4 Alterations to ordinary hours of work

- (a) The obligations as they apply to the Employer under sub-clauses 95.1 to 95.2 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 95.2 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 95.3 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 shall be recorded in writing and copies shall be provided to Employees to whom the arrangements apply.

### 95.5 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.



## **96. Overtime**

### **96.1 Application**

- (a) This clause shall not apply to an Employee over the level of RPN5 if they are not undertaking direct clinical work..
- (b) The 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.

### **96.2 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 95 (Hours of Work); 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 98 (On-call/recall), 99 (CATT On-call/Recall Allowances) and 100 (10 Hour break between overtime/recall).

### **96.3 Overtime Penalty Rates**

Overtime penalty rates are to be paid as follows:

- (a) Permanent Employees:
  - (i) Monday to Friday (inclusive) – time and half for the first two hours, double time thereafter; and
  - (ii) Saturday to Sunday (inclusive) – double time; and
  - (iii) Public Holidays – see clause 47 (Public Holidays).
- (b) Casual employees:
  - (i) Monday to Friday (inclusive) – time and a half for the first two hours plus casual loading (175%), double time plus casual loading thereafter (225%);
  - (ii) Saturday to Sunday (inclusive) – double time plus casual loading (225%); and
  - (iii) Public Holidays – see clause 47 (Public Holidays).
- (c) 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).

**96.4 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 break.

**96.5 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.
- (b) An Employer may create policies and procedures regarding the process the nurse in charge of the ward/team is required to undertake prior to approving overtime.

**96.6 Time off instead of payment for overtime**

- (a) An Employee 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.

**96.7 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 96.8 below (Additional Provisions for Double Shifts) also apply.

**96.8 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.

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**97. Make-up time**

**97.1** Notwithstanding provisions elsewhere in the Agreement, the Employer and the majority of Employees 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.

97.2 Clause 97.1 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.

97.3 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).

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## **98. On call/Recall (non-CATT)**

### **98.1 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.

### **98.2 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) Subclause (b) above will not apply when overtime is continuous with the completion or commencement of that Employer's rostered shift.
- (d) The time spent travelling to and from the place of duty will be deemed to be time worked.
- (e) 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.
- (f) 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.

### **98.3 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 for 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 last call, and the cumulative recall work in the 8 hours immediately preceding rostered duty meets the following criteria:
- (i) has exceeded 2 hours work (rather than the time paid); or
  - (ii) comprises 3 or more recalls over a period of 4 hours or more; and
- the Employer will:
- (iii) 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
  - (iv) 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.

**98.4 Four Clear Days**

In order to ensure that there are sufficient breaks free from on-call duty, all Employees are to receive 4 clear days per fortnight guaranteed free from on-call duty.

**98.5 Alternative 4 clear day arrangements**

- (a) A party may propose that all Employees at a particular campus be covered by the following provisions of this clause, and if approved by agreement between the parties, any entitlement to 4 clear days free from on call duty will no longer apply to those Employees and where that Employee is required to perform rostered on-call duty:
- (i) on days that the Employee is not rostered for duty; and
  - (ii) is rostered for on-call duty for a minimum of 2 days during 4 or more four-week roster cycle during an anniversary year.
- (b) Additional leave (in addition to the additional week's leave under the NES for shiftworkers as defined in this Agreement) will accrue to the Employee, but is not payable for the same bodies of work, in accordance with the table below:

<b>Number 4-week cycles on call</b>	<b>Number of Additional leave days</b>
2	1
4	2
6	3
8	4
10	5

- (c) The additional leave in this clause does not apply to any weekend on which 4 hours or less is worked on call.
- (d) No leave loading is paid on the extra leave in this clause.

## **99. CATT On-call/ Recall Allowances**

- 99.1 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.
- 99.2 The allowance includes payment of work performed of up to one hour's aggregate duration for each on-call period.
- 99.3 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.
- 99.4 The parties are to regard telephone attendance as recall to duty.
- 99.5 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.
- 99.6 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.
- 99.7 An Employer may not require an Employee to be on call for CATT type duties for a period of more than 12 hours.
- 99.8 The on-call/recall allowance for CATT type duties applies to all Employees who are required to perform CATT type duties.
- 99.9 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.
- 99.10 Despite clause 99.1, existing arrangements for periods of on-call for CATT type duties below 12 hours that existed prior to 29 September 2001 may continue.

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## **100. 10 Hour break between overtime/recall**

- 100.1 When overtime worked (including re-call to duty or a double shift performed) is necessary, it shall, wherever reasonably practicable, be so arranged that Employees have at least 10 hours continuously off duty between the work of successive shifts. An Employee is not to incur any loss of pay for rostered hours not worked during such an absence.
- 100.2 An Employee (other than a casual Employee) who works so much overtime between the termination of their last previously rostered ordinary hours of duty and the commencement of their next succeeding roster period of duty that they would not have had at least 10 hours continuously off duty between those times, shall, subject to this clause, be released after completion of such overtime worked until they have had 10 hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
- 100.3 If, on the instruction of the Employer, an Employee resumes or continues work without having had 10 consecutive hours off duty, that Employee shall be paid at the rate of double time until they have been released from duty for such period and they shall then be entitled

to 10 consecutive hours off duty without loss of pay for the rostered hours occurring during such an absence.

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## 101. Rosters

*This clause does not apply to casuals and Employees above the level of RPN5.*

101.1 The ordinary hours of duty for full-time and part-time Employees shall be worked according to a written roster that will:

- (a) be of at least 28 days duration;
- (b) 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; and
- (c) as far as practicable reflect the roster each Employee will work.

Nothing in this clause precludes an Employer issuing the roster or the on-call roster in electronic form.

101.2 Rosters will:

- (a) set out:
  - (i) the Employer's ordinary working hours; and
  - (ii) starting and finishing times.
- (b) have a staffing mix that complies with sub-clause 107.7 and 107.8 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 101.3 below.

101.3 **Roster Arrangements**

- (a) The following rostering principles will apply:
  - (i) Unless by agreement, shift changes shall be avoided during the roster period;
  - (ii) Periods of night shift shall be a minimum of four weeks;
  - (iii) 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.

#### 101.4 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 101.1 to 101.2 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 19 (Consultation about changes to rosters or hours of work) will apply, depending on the circumstances.
- (b) 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 101.1 to 101.2, above from the commencement of the next full roster period being not less than five clear days after the written notice is received.

#### 101.5 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 101.6 applies.
- (d) On-call/recall payments are located at 98 and Schedule 2.

**101.6 Change of Roster Allowance**

- (a) If the Employer changes an Employee's roster or planned on call roster once set in accordance with 101.4 or 101.5 (on-call roster), other than as excepted in 101.2(d), the Change of Roster Allowance will apply in relation to each change as follows:
- (i) 7 days' or less notice, 5 per cent of the Allowance Rate (as defined)
  - (ii) 8 to 14 days' notice, 2.5 per cent of the Allowance Rate (as defined)
- (b) This allowance is not payable to a part-time Employee for an additional shift worked unless the circumstances described in subclause 102 (Supplementary Roster and Additional Shifts) apply.
- (c) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.

**101.7 Replacing unplanned absences – bed based services**

- (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 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) where the shift is not filled, seeking to fill the position via 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.



**101.8 Replacing unplanned absences – Community Mental Health Teams**

- (a) Employers 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.

**101.9 Use of bank or agency staff**

Where, after a reasonable effort, the Employer cannot obtain a permanent employee, the rostered shift can be filled by an agency staff member.

**101.10 Dispute Resolution**

Disputed matters will be resolved in accordance with the dispute settlement procedure of this Agreement.

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**102. Supplementary Roster**

102.1 In addition to the roster under clause 101 (Rosters), the Employer will maintain a supplementary roster.

102.2 If an additional shift is worked:

- (a) under the supplementary roster, it is an 'additional shift worked by agreement' and does not attract the 'change of roster' allowance under sub-clause 101.6;
- (b) not under the supplementary roster, it attracts the 'change of roster' allowance as described at subclause 101.6.

102.3 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.

102.4 Vacancies that arise in the normal staffing roster will, as far as possible, be filled through the supplementary roster.

102.5 Nothing in this clause prevents an Employer from operating an electronic supplementary roster, provided it meets the objectives of subclauses 102.2 – 102.4 above.

102.6 Where vacancies in the normal staffing roster cannot be filled from the supplementary roster, Employees may be requested to work an additional shift (subject to the provisions of this Agreement). If an Employee does work the additional shift as requested they will

receive the "change of roster allowance" in Schedule 2 in addition to any other entitlement on each such occasion.

- 102.7 A contract of employment that requires an Employee be available for extra shifts does not override this provision.
- 102.8 Overtime remains payable where it would otherwise apply, such as double shifts.
- 102.9 This clause does not inhibit employees swapping shifts amongst themselves (subject to operational requirements) in which case no change of roster allowance is payable.

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## **103. Rest and Meal Breaks**

### **103.1 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.

### **103.2 Meal breaks**

Except as provided for in clause 103.2(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.

## SECTION 2 | PART F: PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

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### 104. Annual Leave

This clause does not apply to casual Employees.

#### 104.1 Entitlement to Annual Leave

(a) An Employee is entitled to 190 hours paid annual leave for each year of service.

(b) A weekend worker is entitled to a further 38 hours' paid annual leave for each year of service as follows:

(i) **(Eligibility for Additional Leave)** For the purposes of this clause 104.1 a "weekend worker" is:

A. up to 30 June 2022, a full-time Employee required to work ordinary hours on weekdays and weekends throughout the year of service. In this case, the pro rata calculation will be based on each month in which the employee is engaged to work ordinary hours on weekends and weekdays; and

B. on and from 1 July 2022, a full-time Employee (or part-time Employee in accordance with 104.2) required to work ordinary hours on at least 10 weekends per year (which, for the purposes of this sub-clause, includes a Sunday night shift), In this case, the pro rata calculation will be based on each week in which the Employee is engaged to work ordinary hours on weekends.

save that an Employee required to work ordinary hours on weekends who does not meet the requirements at A. or B. will be entitled to the additional leave under this clause on a pro rata basis.

(ii) **(Accrual Rate)** The further 38 hours' annual leave is credited to a **weekend** worker as follows:

A. up to 30 June 2022, at the rate of half a day for each month worked as a weekend worker, up to a maximum of 38 hours; and

B. on and from 1 July 2022, at the rate of 3.8 hours for each week worked as a weekend worker, up to a maximum of 38 hours.

(iii) **(Savings provision)** If an Employee is a weekend worker as at 30 June 2022 (or would be a weekend worker but for the operation of an arrangement under clause 76 (Flexible Working Arrangements) or an absence from work on parental leave), the calculation under subclause 104.1(b)(i)A will continue to apply to that Employee after 1 July 2022 unless or until:

A. the new arrangement applicable on and from 1 July 2022 is more beneficial for the Employee;

- B. the Employee changes Employers;
  - C. the Employee requests (and the Employer agrees) to move the Employee from full time to part-time employment other than as part of an arrangement under clause 76 (e.g., a flexible working arrangement, family violence arrangement or reduced hours on return from parental leave); or
  - D. the Employee initiates a change that means they no longer perform weekend work. For example:
    - 1) where an Employee requests a change to a different role that does not require the performance of weekend work;
    - 2) 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
    - 3) 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).
- (c) Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (d) For the purposes of this clause, a week for a full-time employee equals 38 hours.

#### 104.2 Part time Employees

Annual leave (including the entitlement under subclause 104.1(b)(i)B will accrue progressively to a parttime Employee on a pro rata basis

Examples of how a pro rata accrual will be calculated under 104.1(b)(i)B

1. A part time employee who works 16 hours in a week, and works 10 weekends in a year accrues an extra week of annual leave at 16 hours, i.e. a total of 5 weeks at 16 hours per week (80 hours) plus another 16 hours for a total of 96 hours annual leave.
2. A part time employee who works 16 hours a week but also works additional ordinary hours from time to time, and works 10 weekends in a year, accrues an extra week of annual leave at their average hours over the accrual period, i.e. a total of 5 weeks at their average hours per week e.g. 24 hours (96 hours) plus another 24 hours for a total of 120 hours annual leave.
3. A part time employee who works some weekends, but not 10. Rather than accruing 3.8 hours per occasion to a maximum of 38 hours as a full time employee would, the part time employee is entitled to the pro-rata equivalent of 3.8 hours per occasion - in the case of an employee working or averaging 24 hours per week, that employee would receive 2.4 hours of annual leave per occasion to a maximum of 24 hours additional leave during the accrual period.

#### 104.3 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 not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (c) 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.
- (d) 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 104.3(f)(i) and 104.3(f)(iii).
- (e) 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.

(f) **High Demand Holiday Periods**

The 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 104.3(f) and the NUM/MUM must publish the information specified above at 104.3(f)(i) to 104.3(f)(iii) and, when determining the applications, apply the considerations at 104.3(f)(iv).

104.4 **Excess annual leave accruals - general provision**

- (a) 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 104.4.
- (b) 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.  
  
Genuinely trying to reach agreement' will include:
  - (i) 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
  - (ii) 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.
- (c) The leave reduction plan is to be in writing and signed by both the Employer and the Employee.

104.5 **Excess Annual leave accruals – no agreement reached**

(a) **Direction by Employer**

Where the Employer has genuinely tried to reach agreement with an Employee under clause 104.4(b) 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.

However, in directing that the Employee take leave under this subclause 104.5(a):

- (i) the Employee cannot be directed to reduce the accrued leave to less than eight (8) weeks;
  - (ii) the Employer cannot require an Employee to take any period of paid annual leave of less than one week;
  - (iii) 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
  - (iv) the direction must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (b) **Where the Employer issues a Direction**

Where the Employer issues a direction to the Employee to take paid annual leave in accordance with paragraph 104.4(a):

- (i) the Employee must take paid annual leave in accordance with that direction; and
- (ii) the Employee may request to take a period of paid annual leave as if the direction had not been given.

(c) **Request by Employee for Leave**

If the Employee has genuinely tried to reach agreement with the Employer under subclause 104.4(b) 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 104.5(c):

- (i) 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;
- (ii) may only be given if the Employee has not been given a direction under subclause 104.5(a) that, when any other paid annual leave arrangements are taken into account would eliminate the Employee's excess accrual;
- (iii) 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;
- (iv) must not provide for the employee to take any period of paid annual leave of less than one week;
- (v) 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;
- (vi) must not be inconsistent with any leave arrangement agreed by the Employer and Employee; and
- (vii) must not be for more than 1 full year's entitlement to annual leave as prescribed by 104.1 and 104.2 above.

(d) **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 (c), the Employer must grant paid annual leave requested by the notice under paragraph (c).

(e) **Disputes regarding excess annual leave**

Without limiting the Dispute Resolution Procedure of the Agreement, either an Employee or the 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 unreasonably refused to agree to a request by the Employee to take paid annual leave;
- (iii) a dispute about whether a direction to take leave complies with the clause; and
- (iv) a dispute about a leave reduction plan referenced in clauses 104.4(b) and 104.4(c).

**104.6 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.

**104.7 Employee not taken to be on paid annual leave at certain times**

**(a) Public Holidays**

See also clause 47 (public holidays)

If an Employee takes paid annual leave during a period that includes a public holiday, the Employee is taken not to be on paid annual leave on that day.

**(b) Other Periods of Leave**

See also clause 58 (Personal/Carer's Leave), 54 (Compassionate Leave) and 57 (Long Service Leave)

- (i) An Employee may take other types of leave, such as personal/carer's 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.
- (ii) An Employee taking personal/carer's leave whilst on annual leave will provide the Employer with evidence in accordance with clause 58 (Personal/Carer's Leave).
- (iii) 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 104.8 (Payment for Leave) or may be deducted from any payment required to be made under clause 104.10 (Effect of termination on annual leave).

**104.8 Payment for annual leave**

- (a) Employees will receive their ordinary pay and any amount required by clause 104.9 (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 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 104.6).



**104.9 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 allowances (clause 93);
    - B. rates for Saturday, Sunday (clause 92);
    - C. qualification allowance (clause 90);
    - D. uniform allowances (clause 42).
- (b) Leave loading under sub-clause 104.9(a)(i) is payable on:
  - (i) a maximum of 152 hours in respect of any year of employment, and
  - (ii) NUM Year 2.
- (c) The cap under sub-clause 104.9(b)(ii) is to determine which payments the Employee would have received had the Employee not been on leave for the purpose of sub-clause 104.9(a)(ii), this will be done either by:
  - (i) the projected roster, being the roster, the Employee would have worked had they not been on leave, or
  - (ii) 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).

**104.10 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 104.9 (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.

**104.11 Accrued Days Off**

- (a) Where the system of work 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.

- (b) 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.
- (c) 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.

#### 104.12 **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 Employer and the Employee 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 year's 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 annual leave loading and superannuation to the Employee's nominated Fund; and
- (iii) 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.

#### 104.13 **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 104.12 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.

## SECTION 2 | PART G: EDUCATION AND PROFESSIONAL DEVELOPMENT

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### 105. Professional development and associated entitlements

*Other than subclause 105.6, this clause does not apply to casual Employees.*

#### 105.1 Professional development/study leave

- (a) All absences resulting from approved leave under this clause will be back-filled in bed based services where the Employee would ordinarily have a patient/client allocation.
- (b) All full-time and part-time Employees who work a minimum of three shifts per week are entitled to five days' paid professional development/study leave per year (in addition to other leave entitlements in this Agreement).
- (c) All other part-time Employees are entitled to two days paid professional development/study leave per year.
- (d) An Employee who is a Nurse Practitioner will be entitled to a further 10 hours of paid professional development leave per annum.
- (e) A day's pay will be based on the individual 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.
- (f) Employees may access all or part of a subsequent year's entitlement during one year. The entitlement for the subsequent year will reduce accordingly.
- (g) Professional development/study leave may be utilised:
  - (i) to attend nursing or health related conferences, seminars or workshops; and/or
  - (ii) for research or home study; and/or
  - (iii) for undertaking study; and/or
  - (iv) to support State Government initiatives to improve workforce development of priority areas of nursing care.
- (h) Leave is available only on application by the Employee. An Employee wishing to take professional development/study leave must apply in writing to the Unit Manager at least 6 weeks' prior to the proposed leave date. If the Employee is wishing to take professional development/study leave to undertake home study the Employee is required to complete an application form providing details of the home study, including details of the relevance of the study to the Employee's employment.
- (i) The use of professional development leave is at the sole discretion of the Employee.
- (j) An Employee seeking leave in accordance with this clause can be requested to provide details of the conference/seminar name, venue and date/time.

- (k) The application for professional development/study leave shall be approved by the Unit Manager unless there are exceptional circumstances that justify non-approval.
- (l) The Employer must notify the Employee in writing if the leave is not granted and the reasons will be included in the notification to the applicant.
- (m) If a valid application is made for professional/study leave under sub-clause (a) or (c) above or any portion thereof, but leave is not granted during the calendar year, one day's leave shall be added to the Employee's accrued annual leave or taken in another manner as mutually agreed between the Employer and the Employee.
- (n) Other than in accordance with sub-clause m) above, professional development/study leave shall not accrue from year to year.

**105.2 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.

**105.3 Study leave**

- (a) **Mental Health Nursing Scholarships**
  - (i) Subject to operational requirements and the number of study leave places funded by the Department, Employees will be entitled paid study leave equivalent to 104 hours per annum.
  - (ii) Nurses will be eligible to receive study leave funded by the Department over the life of the Agreement.
- (b) Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 8 hours per fortnight or blocks of 38 hours at a residential school.
- (c) Study leave must only be used for research and/or studies in relation to a post-graduate course at a tertiary education institution that directly relates to the Employee's employment.
- (d) Subject to operational requirements, 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.

- (e) A part-time Employee will be entitled to paid study leave on a pro-rata basis.
- (f) An Employee wishing to take study leave in accordance with sub-clause (a) or (d) above must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:
  - (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.
  - (iii) The Employer will notify the Employee of whether their request for study leave has been approved within 7 days of the application being made.
- (g) Leave accrued pursuant to this clause is not cumulative from year to year.

**105.4 Examination leave - RPN and PEN**

- (a) A RPN or a PEN shall be entitled to five days paid leave in any one year for the purposes of undertaking and/or preparing for examinations in a course of study. Examinations include major assessment tasks, take home exams and other methods of student assessment.
- (b) The entitlement to leave pursuant to sub-clause (a) above shall be:
  - (i) available to full-time and part-time RPN or PEN who:
    - A. are employed, 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;
  - (ii) granted for studies which are relevant to employment at the establishment and would normally be undertaken in a Tertiary Institution; and
  - (iii) taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.
- (c) A day for the purposes of examination leave is the Employee's normal shift length

**105.5 Staff Replacement**

All absences arising from approved leave under clauses 105.1 – 105.4 (professional development, study leave and examination leave) will be back-filled in bed based services where the Employee would ordinarily have a patient/client allocation.

**105.6 Mandatory Training**

Any education or training deemed compulsory or mandatory by the Employer will occur within an Employee's paid time. No deduction will be made to an Employee's annual professional development leave for mandatory training.

**105.7 Transition Program – Enrolled Nurse**

Employers will provide a 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.

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**106. Clinical Supervision**

106.1 Up to a maximum of 2 hours per month professional (clinical) supervision is to be offered to Employees in each discipline. The supervision will be provided by a supervisor of the clinician's choice, either from within the service or from an external source as determined by agreement between the clinician, the proposed supervisor and the Employer.

106.2 This clause does not prevent an Employer offering additional clinical supervision on a needs basis.

## SECTION 2 | PART H: CLASSIFICATION AND STAFFING

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### 107. Staffing

#### 107.1 Director of Nursing

- (a) The Employer must employ a full-time Mental Health Director of Nursing.
- (b) 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 this Agreement.

#### 107.2 RPN 6 and RPN 7 Senior Psychiatric Nurse Positions

- (a) In addition to 107.1, 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).

#### 107.3 Registered Psychiatric Nurse - Nurse Unit Manager

- (a) There must be:
  - (i) one EFT Nurse Unit Manager must be appointed in each ward or unit of all residential and in-patient services.
  - (ii) 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.
- (b) Subclause (a)(i) 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.
- (c) Nothing in sub-clause (b) above will limit, or in any way change, the Employer's obligations under clause 107.4 below.

#### 107.4 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 to 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 107.4(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 107.4(c)(vi)A or 107.4(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 107.4, the Employer will contact the relevant workplace delegates and their unions and agree on alternative arrangements.

**107.5 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.



107.6 **RPN 2 Psychiatric Clinical Nurse Specialist (PCNS) and RPN 2 Advanced**

- (a) An RPN 2 who considers that she/he meets the criteria set out for RPN 2 Psychiatric Clinical Nurse Specialist or RPN 2 Advanced set out at clause 113.9(b)(i) to 113.9(c)(iii) 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 113.8(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.

107.7 **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 [CAMHS].

107.8 **Skill Mix Community Mental Health**

- (a) 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.
- (b) In relation to sub-clause (a) above the:
  - (i) RPN 2 placement shall be a training position and shall comply with the criteria outlined in sub-clause 107.9 below.

- (ii) 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.
- (c) 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.

**107.9 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.

**107.10 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.

**107.11 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. 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 personal/carer's leave.

**107.12 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.

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## **108. Undergraduate Employment Models**

**108.1 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 an 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 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 a Registered Nurse; or
  - C. when the Employee withdraws, defers from or fails their undergraduate degree.
- (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) RUSON Employees will have performance appraisals conducted in accordance with hospital policy.
- (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) RUSONs will be delegated activities and aspects of care by a Registered Nurse and supervised in providing the delegated activity by the Registered Nurse. The RUSON must at all times work under the delegation and supervision of the Registered Nurse.
- (vi) 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.
- (vii) The RUSON will not work in HDU/ICA (however titled)

**(d) 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 108.1(d)(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 Appendix 2
RUSON – Year 1	75%
RUSON – Year 2	80%

RUSON – Year 3 and if relevant subsequent years	85%
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Note: a "Year" for the purpose of this clause refers to a year of employment, not a Year of Experience.

(e) **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.

(f) **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.

(g) **Working Party**

(i) 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.

108.2 **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 subclause 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; 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 the rate of a MHO Grade 1 year 1.

(f) **Other terms and conditions for PQENs**

All other terms and conditions of employment will be those applying to a 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) 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.

108.3 **Advanced Diploma In Mental Health Nursing -**

- (a) Employers 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.

108.4 **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 course of study that will lead to a certified qualification.
- (b) Indigenous Nursing Cadets must be enrolled in a Bachelor-degree in nursing and 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 clean 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 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 community and Aboriginal 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;
- (g) providing appropriate staffing to support the delivery of the Aboriginal graduate and/or cadetship programs; and
- (h) identified an evaluation strategy for the program.

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## **109. Classification structures**

### **109.1 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.

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## 110. Commencing Grades Nursing

- 110.1 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 RPN.
  - (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.
- 110.2 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 81.1.
- 110.3 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.
- 110.4 **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 his/her years of experience, but no higher than RPN 2, Year 3.
  - (c) After completion of 12 months' experience in accordance with clause 110.4(b), a nurse (upon sufficient proof to support a claim for incremental advancement) shall be paid at the rate appropriate to his/her years of experience.

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## 111. 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.

## **112. 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.

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## **113. Registered Psychiatric Nursing classifications**

### **113.1 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 (e.g. one duty) can be used as the basis on which to classify a position.
- (b) The group standard describes four main work areas (i.e.. 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) The 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 (e.g. 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 guidelines 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.

### **113.2 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.

**113.3 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.

**113.4 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 (e.g. deep depression, uncontrollable euphoria, wild rage);
  - (vi) markedly fluctuating moods;
  - (vii) confusion;
  - (viii) socially unacceptable behaviours or practices (e.g. 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 (i.e.. 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.

#### 113.5 **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.

#### 113.6 **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 (i.e., 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.

113.7 **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.
- (c) Qualifications gained post 1997: These include direct entry into mental health nursing, undergraduate bachelor of nursing and masters 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.

**113.8 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 (e.g. 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.

113.9 **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 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.

*RPN2 PCNS and RPN 2 Advanced*

- (v) RPN 2 positions can also be sub-divided into RPN2 PCNS and RPN 2 Advanced.
  - (vi) 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.
- (c) 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.
- (i) The responsibilities of the RPN 2 PCNS or RPN 2 Advanced are to be performed within their normal daily working hours.
  - (ii) 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.

- (iii) 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; e.g. 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

#### 113.10 RPN 2 - typical duties

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.

- (a) 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.
- (b) Assist in the provision of an environment conducive to the physical, emotional and social well-being of consumers.
- (c) Prepare nursing case management strategies for consumers.
- (d) As a co-therapist, be involved in running psycho-dynamic groups.
- (e) Assess the effects of and on the authority of a medical officer/psychiatrist, and within the bounds of professional nursing practice, administer drug therapies.
- (f) Undertake counselling and therapy with consumers, and provide specific rehabilitative or education projects in conjunction with consumers.
- (g) Act as advocate for consumers within the service, and with relevant community agencies.
- (h) According to unit service and program policies, provide assistance during mental health or medical emergencies.

- (i) 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.
- (j) Take blood as required (e.g. to monitor medication levels).
- (k) Supervision of nursing practice of PENs.
- (l) Assist in the orientation and training of student nurses when directed by the Senior Nurse in charge of the unit service.
- (m) Conduct daily living skills and activities groups, observe consumer interaction and record participation.

113.11 **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) On the authority of a medical officer/psychiatrist, 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.

#### 113.12 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. 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 units or 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) **Unit Manager**

- (i) Manage the provision of Mental Health Nursing services in a unit to enable the effective utilisation of available resources to achieve unit and service objectives.
- (ii) Provide a high level of 'hands-on' clinical practice and advice and participate in the delivery of care.
- (iii) Participate in the development of Mental Health Nursing policy and procedures relating to the unit and the service as a whole.
- (iv) Manage the provision of all nursing and non-nursing services to the unit.
- (v) Co-ordinate the provision of mental health professional services to consumers.
- (vi) Maintain standards of professional Mental Health Nursing care and promote the training and professional development of all nursing staff on the unit.
- (vii) Ensure that the principles and objectives of the Mental Health Act are applied.
- (viii) Monitor and evaluate unit program activities and outcomes and report as required to the service nursing executive on progress towards units objectives, resourcing difficulties, staff training requirements, emerging clinical issues that may be addressed across a number of units, etc. Develop and manage change as appropriate.
- (ix) Supervise maintenance of consumer records by ensuring that unit staff complete all necessary paperwork.
- (x) Ensure that staffing rosters and staff deployment are organised to achieve effective and timely program delivery and efficient use of staff resources.

(d) **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.
- (e) **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 (e.g. 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.
- (f) **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 guidelines 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.
- (g) **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.
- (h) **Community Nurse - Developer of Residential Living Program**
- (i) Establish and maintain a residence to house consumers.
  - (ii) Obtain funds for the purchase/rental of accommodation.
  - (iii) Find appropriate accommodation.
  - (iv) Identify and monitor staff resource requirements (i.e. the number and type of staff required to enable the consumers to look after themselves and live independently in the community). Types of staff may include CMHNs, therapists and social workers.
- (i) **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 (i.e. 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.
- (j) **Nurse Educator**
- (i) Prepare and conduct lectures, tutorials, practical skills , workshop skills training or small group discussions.
  - (ii) Evaluate student progress.
  - (iii) Contribute to development and evaluation of the curriculum for students and nurses.
  - (iv) Co-ordinate the program for allocated intake groups of student nurses.
  - (v) Contribute to the on-going development of nursing education and practice by having input to internal and external committees and working parties.

- (vi) In the clinical work setting, facilitate the effective transfer of student RPNs' 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.
  - (vii) 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.
  - (viii) Negotiate with schools of nursing and student nurses regarding the number and dates of clinical placements to be undertaken under the teacher's supervision.
  - (ix) Answer queries from student nurses regarding the interpretation of the HRP Act and Nursing and Midwifery Board of Australia.
  - (x) Provide counselling and advice to student nurses in relation to their academic progress and course regulations.
  - (xi) Organise external placements for student nurses, including at community-based settings.
  - (xii) Organise education visits for student nurses.
  - (xiii) Coordinate all mandatory training requirements, including the delivery of OVA training including prevention and de-escalation skills.
  - (xiv) Coordinate and deliver orientation days for staff.
- (k) **Nursing Administrator**
- (i) Undertake research into complex non-clinical nursing matters under the broad direction of a more senior nurse (e.g. 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.
- (l) **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 4 in their first year of candidature and RPN 5 thereafter.

(m) **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.

113.13 **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) RPN 5's may provide a consultancy to unit- based staff in an area of expertise but would not directly supervise unit managers or their subordinates. 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.

- (iii) RPN 5's are senior nurses who will independently undertake their duties according to broad policy guidelines 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 can be undertaken by RPNs at this level. However, positions may combine duties from more than one role. Note that no single duty can be used as a final determinant of job level.

(i) **Clinical Nurse Consultant (Education)**

- A. Provide high level clinical consultation and advice to unit managers or nurses managing programs.
- B. 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.
- C. Provide RPN consultancy service regarding specialist programs as required to other hospitals and/or public sector and voluntary health service agencies.
- D. Be responsible for maintaining state of the art knowledge across a broad area of expertise.
- E. This position might supervise a small team of nursing staff.

(ii) **Mental Health Inpatient Clinical Nurse Consultant**

An Employer may employ a Mental Health Inpatient Clinical Nurse Consultant to:

- A. assist the Nurse Unit Manager (NUM) in developing, maintaining and evaluating specialist bed-based programs for which the NUM is accountable for managing;
- B. not directly supervise the NUM or bed-based staff, however, to provide a consultancy service regarding specialist programs within mental health bed-based services;
- C. 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;
- D. assist in the development of clinical frameworks such as Safe wards. Mental health intensive care frameworks and reducing restrictive interventions in inpatient settings.

(iii) **Community Nursing - Team Leader**

- A. 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.
- B. Supervise work of subordinate CMHN staff.
- C. Co-ordinate work of the CMH team.
- D. Provide input to mental health policy development in the community workplace.
- E. Monitor and evaluate adequacy of the CMH services provided.
- F. Undertake co-ordination, planning, development and liaison functions in the workplace on behalf of CMH team.
- G. Recruitment of CMH staff.
- H. Undertake administrative work of the CMH team.
- I. Establish priorities for CMH service delivery in the workplace.

(c) **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.

(d) **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.).
- (e) **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 (e.g. by establishing appropriate record-keeping systems).
- (f) **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.

113.14 **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) PRN 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) (e.g. 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 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 educated for extended scope of practice whose role is determined by the context in which s/he practices.
- (iii) A registered nurse holding the qualifications that accords with clause 113.8 that 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 previously led to registration as a Division 3 Nurse.
- (iv) A distinguishing characteristic of the Mental Health Nurse Practitioner is that their scope of practice extends the nursing role outside the normal scope of practice for a registered nurse including but not limited to the following areas of practice:
  - A. Clinical assessment;
  - B. Limited prescribing of scheduled medication from an approved formulary;
  - C. Ordering diagnostic investigations;
  - D. Direct referral to other health care practitioners;
  - E. Admission and discharge of consumers.

(d) **Mental Health Nurse Practitioner - Features**

- (i) A Mental Health Nurse Practitioner will undertake some or all of the following as part of their role in accordance with the ANMC National Competency Standards:

- A. Nursing practice that incorporates application of high-level knowledge and skills in extended practice across stable, unpredictable and complex situations.
  - B. Conducts advanced, comprehensive and holistic health assessment relevant to a specialist field of mental health nursing practice.
  - C. Demonstrates a high level of confidence and clinical proficiency in carrying out a range of procedures, treatment and interventions that are evidence based and informed by specialist knowledge.
  - D. Has the capacity to use the knowledge and skills of extended practice competencies in complex and unfamiliar environments.
  - E. Demonstrates skills in accessing established and evolving knowledge in clinical and social sciences, and the application of this knowledge to patient care and the education of others.
- (ii) Professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability
- A. Applies extended practice competencies within a nursing model of practice
  - B. Establishes therapeutic links with the consumer/ /community that recognise, and respects diversity needs including their cultural and gender identity and lifestyle choices and embeds inclusive practice within the service.
  - C. Recognise and respect consumers lived experience
  - D. Is proactive in conducting clinical service that enhances and is extended by autonomous and accountable mental health nursing practice
- (iii) Clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service
- A. Engages in and leads clinical collaboration that optimizes outcomes for consumers/communities.
  - B. Engages in and leads informed critique and influence at the systems level of mental health care
- (e) **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 (e.g. 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.
- (f) **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, with any other disciplines being available on a part-time or sessional basis only for referral of specific cases if required.
  - (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 (e.g. 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.
- (g) **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.
- (h) **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.
- (i) **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.
- (j) **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 systems to allow the full use of available nursing resources to meet consumer needs.
- (k) **Director of Nursing (Small Service)**
  - (i) Be responsible for the overall functional and line management of nursing services and resources.
  - (ii) 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 services.
  - (iii) Be responsible for the development and preparation of policy and guide lines pertaining to all aspects of Mental Health Nursing and related direct-care service delivery within a small service (as defined), and for the provision of high level Mental Health Nursing advice to other members of the service's executive.
  - (iv) Represent the total RPN function on the service executive and negotiate at senior levels for the adequate resourcing of the RPN clinical function and its associated activities.
  - (v) Ensure the RPN services are of the highest possible quality across the service through establishing effective reporting relationships between unit, community and Nurse Managers.

- (vi) Participate as necessary in the negotiation of local industrial relations issues and report to senior management in the event of major disputes.
- (vii) Provide professional leadership to all RPNs and other nursing staff in the service, and encourage staff development and retention.

**113.15 RPN 7 Definition**

RPN 7's are senior RPN Managers 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**

- (i) Director of Nursing (Medium Service)
- (ii) Be responsible for the overall functional and line management of nursing services and resources.
- (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 services.
- (iv) Be responsible for the development and preparation of policy and guide lines pertaining to all aspects of mental health nursing and related direct-care service delivery within a medium Mental Health Service (as defined), and for the provision of high level mental health nursing advice to other members of the service's executive.
- (v) Represent the total RPN function of the service executive and negotiate at senior levels for the adequate resourcing of the RPN clinical function and its associated activities.

- (vi) Ensure the RPN services are of the highest possible quality across the service through establishing effective reporting relationships between unit, community and nurse managers.
  - (vii) Participate as necessary in the negotiation of local industrial relations issues and report to senior management in the event of major disputes.
  - (viii) Provide professional leadership to all RPNs and other nursing staff in the service and encourage staff development and retention.
- (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.

113.16 **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**

**Director of Nursing (Large Service)**

- (i) Be responsible for the overall functional and line management of nursing services and resources.
- (ii) 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 services.
- (iii) Be responsible for the development and preparation of policy and guide lines 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.
- (iv) Represent the total RPN function on the service executive and negotiate at senior levels for the adequate resourcing of the RPN clinical function and its associated activities.
- (v) Ensure the RPN services are of the highest possible quality across the service through establishing effective reporting relationships between unit, community and Nurse Managers.
- (vi) Participate as necessary in the negotiation of local industrial relations issues and report to senior management in the event of major disputes.
- (vii) Provide professional leadership to all RPNs and other nursing staff in the service and encourage staff development and retention.

(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 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 PSO.
- (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.

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## **114. Psychiatric Enrolled Nurse classifications**

### **114.1 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.

#### 114.2 **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 in Level 1. A PEN graduating with a Certificate IV qualification will commence at PEN Level 1 Year 5, and 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 to 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.

114.3 **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 81.

(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 PSOs when required.
- (xiv) Undertake & participate in admission process including completion of admissions of consumers.

114.4 **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 81.
  - (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 107.9.
- (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 PSOs 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 114.4(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. The 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 114.4(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.

**114.5 PEN Level 4 - Enrolled Nurse Education Support**

- (a) 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.
- (b) The PEN 4 position is not a substitute for the RPN 4 Clinical Nurse Educator and RPN 5 Psychiatric Nurse Consultant Professional Development positions.
- (c) 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.

- (d) Where an PEN 4 position has a Certificate IV in TAE, the relevant certificate allowance will be paid.
- (e) The PEN 4 position has a capability to:
  - (i) Provide competent person-centred care,
  - (ii) Engage in reflective and analytical practice and
  - (iii) Contributes to the learning and development of new graduate Enrolled Nurses and/or trainee enrolled nurses and other (unregulated) health care workers.
- (f) 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.
- (g) **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, PSOs 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.

114.6 **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		



Current	No Meds	plus meds	plus Senior	plus both
	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 <sup>#</sup>

- (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.

## 115. Mental Health Officers classifications

### 115.1 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 (e.g. 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's are employed to assist nursing/clinical staff in the delivery of a range of therapeutic programs. MHO's 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 consumers 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 (e.g. 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.

#### 115.2 **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 (e.g., bed-based unit).
- (b) **Key Responsibilities**
  - (i) Accompany consumers e.g. from unit to outside appointments, social outings etc according to instructions from clinical staff.
  - (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 (e.g. 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.

115.3 **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's 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.

**115.4 PSO 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 e.g. 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' AND PSYCHOLOGISTS PRELIMINARY

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### **116. Definitions specific to this Part of this Agreement – Health Professionals**

- 116.1 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).
- 116.2 In Section 3 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 3 | PART B: TYPES OF EMPLOYMENT AND END OF EMPLOYMENT**

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### **117. Employment with Limited Tenure – Health Professionals Only**

- 117.1 By written agreement with an Employee, the Employer may employ a new graduate from any of the professions covered by this Section 3 for a period of 12 months.
- 117.2 At the end of the twelve months, the employment will end unless the Employee successfully applies for a new position with the Employer in which case, they will no longer be employed pursuant to this clause. A new graduate is deemed to be a person who has successfully completed their academic studies in the twelve months prior to commencing limited tenure employment. All other conditions of this Section 3 shall apply.

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### **118. Sessional Employees – Psychologists Only**

- 118.1 A sessional Employee is one who is appointed as such and who is normally employed for not more than 20 hours in any one week.
- 118.2 Employment shall be from week to week and, subject to any individual arrangements between the Employer and the sessional Employee, wages shall be paid weekly.
- 118.3 A sessional Employee shall be paid per hour worked an amount equal to 1/38th of the weekly wage prescribed herein with the addition of 25 per cent. Such Employee shall not be entitled to the benefits of sick leave, annual leave and long service leave.
- 118.4 Except where the conduct of a sessional Employee justifies instant dismissal, seven days' notice of termination of employment shall be given by either the Employer or the sessional Employee or the normal one-week's wages received by the sessional Employee paid or forfeited as the case may be in lieu of such notice.

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### **119. Psychology – Twelve Month Career Break**

- 119.1 Employees may apply for and be granted 12-month career breaks subject to agreement with the Employer and agreement not being unreasonably withheld.
- 119.2 Where an Employee applies for leave pursuant to this clause the Employer shall respond to such applications within four weeks.

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### **120. Fixed Term Employment - Psychologists Only**

- 120.1 The Employer will give preference to ongoing forms of employment over casual and fixed term arrangements wherever possible. Fixed term employment will only be used for "true fixed term arrangements".
- 120.2 A fixed term Employee is an Employee employed for a specified period of time which period is known at the commencement of the contract, or employed for a specified task

such as a project or replacement of an absent Employee, where the contract contains clear terms as to when a contract is at an end such as starting and finishing dates.

- 120.3 In the normal course, a fixed term contract will not exceed 12 months save that this does not prevent a subsequent fixed term contract being offered where it complies with this clause.
- 120.4 Fixed term employment will not be used to fill an ongoing position.
- 120.5 Examples of where fixed term employment may be appropriate include but are not limited to:
- (a) Employment positions to support qualification and / or registration;
  - (b) Long term absence backfill (including for WorkCover), where the duration of the absence is known;
  - (c) Special Projects;
  - (d) Positions related to identifiable funding to the Employer not being funding that is part of an operating grant from government; and
  - (e) Backfill including for extended leave (such as Parental Leave and Long Service Leave) and to support flexible working arrangements.

**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.

120.6 **Fixed Term Employment Conversion**

- (a) Where a fixed term Employee is offered a subsequent fixed term contract (including an extension of the existing fixed term contract), the Employer and the Employee recognise that the Employee may be more properly classified as an on-going rather than fixed term Employee.
- (b) The Employee will not be considered to be more properly classified as an on-going rather than fixed term Employee where the fixed term engagement continues to be genuine, such as replacing an Employee absence (including but not limited to parental leave, long service leave, workers compensation, personal leave) or flexible work arrangement.
- (c) Either the Employer or the Employee has the right to request in writing the conversion to on-going employment and that request will not be unreasonably refused by either party.
- (d) In the event of a dispute over a request conversion from fixed term to on-going employment, a further fixed term contract will not prejudice either party.
- (e) Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements, including any period/s of fixed term employment with the Employer, which shall count as the Employee's service.
- (f) Where an Employee continues to work once a fixed term contract has expired, the Employee will be converted to on-going employment from the end date of the fixed term contract.

## SECTION 3 | PART C: WAGES AND RELATED MATTERS

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### **121. Annual Retention Payment**

- 121.1 An Annual Retention Payment will be paid to full time Employees as follows:
- (a) FFPPOA 1 July 2021 - \$1500
  - (b) FFPPOA 1 July 2022 - \$1800
  - (c) FFPPOA 1 July 2023 - \$2000
  - (d) FFPPOA 1 July 2024 - \$2000
- 121.2 The payment will be paid to part time Employees on a pro rata basis.
- 121.3 The payment is not applicable to casual employees and is not considered ordinary time earnings for the purpose of superannuation calculation.



## SECTION 3 | PART D: ALLOWANCES AND REIMBURSEMENTS

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### 122. Higher duties allowance

#### 122.1 Entitlement

- (a) An Employee who is formally engaged:
- (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 she/he 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.

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### 123. Oncall/Recall Allowance

NOTE: see Part E: Hours of Work and Related Matters for provisions relating to oncall/recall allowances.

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### 124. Meal allowance

124.1 An Employee shall be paid a meal allowance in accordance with Schedule 2:

- (a) when overtime in excess of one hour is worked after the usual time of ceasing work for the day; or
- (b) 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 mealtime.

124.2 This clause shall not apply when a meal is supplied at the cost of the Employer.

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### 125. Qualification Allowance – Health Professionals

NOTE: see subclause 9.1(ff) (Definitions) regarding the interpretation of relevance.

#### 125.1 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.

**125.2 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.

**125.3 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

payable from the first pay period commencing on or after the evidence is provided.

**125.4 Rates for Qualification Allowances**

**(a) Health Professional**

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) A Health Professional shall be entitled to an allowance of 4% of the UG1 Grade 1 Year 3 weekly rate for a Graduate Certificate equivalent to Australian Qualifications Framework.
  - (ii) 6.5% of the UG1 Grade 1 Year 3 weekly rate - for a Postgraduate Diploma, Degree or a Double Degree.
  - (iii) 7.5% of the UG1 Grade 1 Year 3 weekly rate - for a Master's degree.
  - (iv) 10% of the UG1 Grade 1 Year 3 weekly rate – for a Doctorate or a PhD.
- (b) The above allowances are to be paid on all periods of paid leave except sick leave beyond 21 days and long service leave

**125.5 Payment During Leave**

The above Qualification allowances are to be paid during all periods of leave.

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**126. Higher Education Recognition Allowance**

126.1 To promote the recruitment and retention of the Lived Experience workforce, all Lived Experience workers shall be entitled to a qualification allowance for any qualification under the Australian Qualifications Framework (or its equivalent) as follows:

- (a) 4% of the allowance rate for a certificate, diploma or graduate certificate.

- (b) 6.5% of the allowance rate for a post graduate diploma, degree or double degree.
- (c) 7.5% of the allowance rate for a Masters' degree, doctorate or PhD.

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## **127. Shift work allowance**

- 127.1 In addition to any other rates prescribed elsewhere in this Section 3, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m., other than a Psychologist, shall be paid an amount equal to 2.5% of the rate applicable to first year of experience after qualifications for that Employee per rostered period of duty.
- 127.2 Provided that in the case of an Employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they shall be paid for any such period of duty an amount equal to 4% of the rate applicable to the first year of experience for that Employee, and provided further that in the case of an Employee permanently working on any such rostered hours of ordinary duty they shall be paid for any such period of duty an amount equal to 5% of the rate applicable to the first year of experience for that Employee. Permanently working shall mean working for any period in excess of four consecutive weeks.
- 127.3 Provided further that in the case of an Employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from the first they shall be paid an amount equal to 4% of the rate applicable to the first year of experience for that Employee on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.
- 127.4 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.
- 127.5 The allowances payable pursuant to this clause shall be calculated to the nearest five cents, portions of a cent being disregarded.
- 127.6 Notwithstanding the calculations outlined in this clause 125, the shift allowance rates for morning/afternoon shift, night shift and change of shift allowance for Psychologists outlined in Schedule 2 will be applied.

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## **128. Sole allowance**

- 128.1 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 UG1 grade 1, first year of Experience:
- (a) Physiotherapist
  - (b) Occupational Therapist
  - (c) Speech Pathologist
  - (d) Music Therapist
  - (e) Recreation Therapist
  - (f) Social Worker

## SECTION 3 | PART E: HOURS OF WORK AND RELATED MATTERS

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### 129. Hours of work

- 129.1 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.
- 129.2 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.
- 129.3 For all purposes the hourly rate is deemed to be the weekly rate prescribed by clause 155 (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 155 (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.
- 129.4 All paid leave accrues the credit provided for by clause 129.3 above.
- 129.5 A paid leave day shall be identical to a worked day.
- 129.6 The deduction from leave credits shall be the same as the actual ordinary hours which would have been worked on that day.
- 129.7 An Employee who is absent from ordinary duty on unpaid leave shall accrue the appropriate credit without pay for the accrued day off.

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### 130. ADOs

- 130.1 All full-time Employees covered by this Section 3 are entitled to an ADO.
- 130.2 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.
- 130.3 New Employees will be appraised of the relevant department's work arrangements and provisions regarding hours of work and entitlements to an ADO.

130.4 The Employer will not refuse new Employees the option of an ADO.

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### **131. Duty roster**

- 131.1 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.
- 131.2 This 28 day roster provision will operate from the next roster cycle commencing 3 months after the commencement of this Agreement.
- 131.3 Rosters shall set out the Employees' daily ordinary hours of work, start times, finish times and meal intervals.
- 131.4 Where an Employee works a set Monday to Friday arrangement of hours without change, then no roster is required to be established.
- 131.5 Seven days' notice shall be given of a change in roster, except in emergency situations.
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### **132. Make up time**

- 132.1 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.
- 132.2 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.
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### **133. Meal interval**

- 133.1 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.
- 133.2 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.
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### **134. Overtime**

- 134.1 **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 he or she was 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 158 (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.

**134.2 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 her/his 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.

**134.3 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.

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**135. 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.

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**136. Saturday and Sunday Work**

- 136.1 All rostered time of ordinary duty performed on Saturday and Sunday shall be paid for at the rate of time and a half.
- 136.2 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.
- 136.3 Any recall to duty on a Saturday or Sunday shall be paid in accordance with clause 134] (Overtime) or clause 123 (On-Call/Recall Allowance) as applicable.
- 136.4 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 134.1(d) of this Agreement.

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**137. Ten-hour break - Overtime**

- 137.1 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.
- 137.2 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.
- 137.3 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.

- 137.4 If an Employee resumes work of the Employee's own volition, overtime will be calculated in accordance with clause 134 - Overtime. An Employee who resumes work voluntarily will be entitled without loss of pay to attend to ablution and sustenance matters.

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## **138. Ten-hour break (Psychologists Only)**

### **138.1 Minimum Rest Breaks**

Psychologists will be provided at least ten hours off duty between successive ordinary hour shifts.

### **138.2 Ordinary shifts without 10 hour break**

Where for urgent operational issues there is not at least ten hours off duty between successive ordinary shifts as required at subclause 138.1, the Employee shall either:

- (a) be released from duty without loss of pay until the Employee has had 10 consecutive hours off duty, or
- (b) be paid at the rate of double time until released from duty for such rest period, where the Employee is required to work without a 10 hour break on the instructions of the Employer.

**Example:** An Employee finishes ordinary rostered duty at midnight and is rostered to commence their next ordinary hours shift at 8am. Under subclause (a), the Employee attends at 10 a.m. and receives two (2) hours ordinary pay for the hours 8.00am to 10.00am plus ordinary time for the balance of the shift. Under subclause (b), the Employee is required by the Employer to attend at 8am and is paid at the rate of double time for the entire shift. Where there is not at least ten hours off duty between successive ordinary shifts as required at subclause 138.1, in deciding what approach to take the Employer must consider the occupational health and safety of the Employee.

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## **139. On-call & rostered overtime – Health Professionals**

- 139.1 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 142, but both entitlements cannot be claimed for the same bodies of work.
- 139.2 Clause 139.1 above does not apply to any weekend on which four hours or less is worked or on-call.
- 139.3 Leave loading does not apply to leave accrued under clause 139.1 above.
- 139.4 A part-time Employee paid in accordance with clause 26.2 will accrue paid leave entitlements under clause 129.1 on a pro-rata basis.



## **140. CATT On-call/ Recall Allowances**

- 140.1 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.
- 140.2 The allowance includes payment of work performed of up to one hour's aggregate duration for each on-call period.
- 140.3 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.
- 140.4 The parties are to regard telephone attendance as recall to duty.
- 140.5 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.
- 140.6 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.
- 140.7 An Employer may not require an Employee to be on call for CATT type duties for a period of more than 12 hours.
- 140.8 The on-call/recall allowance for CATT type duties applies to all Employees who are required to perform CATT type duties.
- 140.9 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.
- 140.10 Despite clause 140.1, existing arrangements for periods of on-call for CATT type duties below 12 hours that existed prior to 29 September 2001 may continue.

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## **141. On-Call/Recall allowance – Health Professionals**

### **141.1 On-call Allowance (non-CATT)**

- (a) An on-call allowance of 2.5% of the rate for UG1 Grade 1, Year 2 shall be paid to an Employee in respect of any 12-hour period or part thereof during which the Employee is on-call (other than for the provision of a crisis response (CATT type function)) during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.
- (b) The allowance shall be 5% of the rate for UG1, Grade 1, Year 2 in respect to any other 12-hour period or part thereof or any public holiday or part thereof.

### **141.2 Recall Allowance**

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.

### **141.3 Telephone recall (non-CATT areas)**

- (a) Where recall to duty can be managed without the Employee returning to the workplace (for example by telephone), clause 141.2 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.

141.4 **Oncall/ recall - Psychology**

- (a) **On-Call Allowance - Psychology (non-CATT)**
  - (i) An on-call allowance of 2.5% of the base rate shall be paid to an Employee in respect to any 12-hour period or part thereof during which the Employee is on-call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday. For psychologists, the base rate shall be the weekly rate of pay for his/her classification.
  - (ii) The allowance shall be 5% in respect to any other 12-hour period or part thereof or any public holiday or part thereof. Where an Employee is recalled to duty by telephone, such Employee shall be paid a minimum of one hour's overtime for such recall work. For subsequent telephone recalls beyond the first hour, the Employee will be paid a minimum of one hour's overtime provided that multiple recalls within a discrete hour will not attract additional payment.
  - (iii) Where the person on-call is not available, or where there is no person rostered on-call the telephone recall allowance shall be paid.
    - A. Where an employee is recalled for duty by telephone, such employee shall be paid a minimum of one hour's overtime for such recall work.
    - B. For subsequent telephone recalls beyond the first hour, the employee will be paid a minimum of one hour's overtime provided that multiple recalls within a discrete hour will not attract additional payment.
  - (iv) In the event of any Employee being recalled to duty during an off-duty period where that work is not continuous with the next succeeding rostered period of duty, such Employee shall be paid a minimum of three hours' pay at the Award overtime rate.
  - (v) on-call allowance shall be calculated on the base rate which means the weekly rate of pay for his/her classification.
- (b) **On Call- Psychology**
  - (i) When an Employee is rostered on call and is recalled to duty such Employee shall be paid a minimum of two hours salary for each occasion on which they are recalled.
  - (ii) An Employee who is recalled to work outside ordinary rostered hours and who uses their vehicle for transport from home to place of work and return shall receive a vehicle allowance at the rate prescribed by clause 45 of this agreement. In the event of any Employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the Employee to return to her/his place of residence the Employer shall provide adequate transport free of cost to the Employee.

## SECTION 3 | PART F: LEAVE AND PUBLIC HOLIDAYS

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### 142. Annual Leave

This clause does not apply to casual Employees.

#### 142.1 Entitlement to Annual Leave – Full-Time Employees

- (a) An Employee is entitled to 190 paid annual leave hours for each year of service.
- (b) **Additional week's annual leave for Health Professionals and Psychologists**
  - (i) The NES provides that an Employee who is defined as a shift worker under this clause is entitled to an additional week of annual leave on the same terms and conditions.
  - (ii) For the purposes of the NES a shiftworker is an Employee who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.
  - (iii) An Employee covered by clause 142.1(b)(i), whose employment is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the Employee last became entitled to annual leave from the Employer, shall be paid in addition to any other amounts due to the Employee, an amount equal to 1/12th of their ordinary pay in respect of that period of employment.
  - (iv) The entitlement in clause 142.1(a) is additional to the On-Call and Rostered Overtime entitlement provided by clause 139.1, but both entitlements cannot be claimed for the same bodies of work.
- (c) Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

#### 142.2 Part time Employees

Annual leave will accrue progressively for a part- time Employee on a pro rata basis.

#### 142.3 Taking paid annual leave

- (a) Paid annual leave may be taken for a period agreed between an Employee and their Employer.
- (b) Annual leave can be taken in hourly fractions for part day periods.
- (c) An Employee is able to apply for annual leave at any time and the Employer will not unreasonably refuse such an application.
- (d) Where the Employee submits a written request for annual leave at least 6 weeks prior to the first day of the proposed leave period/s 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, within 10 working days.

- (e) Where the Employee submits a written request for annual leave with less than 6 weeks, the Employer will respond within a reasonable time frame.
- (f) Where it is likely the leave request will be rejected, the Employer and Employee will consult on alternate leave days within the above 10 day period.
- (g) The Employer may allow an Employee to take Annual leave before the right has accrued. Such leave can only occur with written authorisation from the Employer. To the extent that an Employee remains in debt of their annual leave upon termination, such amount (including any leave loading paid) may be deducted from any amounts otherwise payable to the Employee upon termination of the employment as per clause 142.10.
- (h) 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.

**142.4 Excess annual leave**

Notwithstanding clause 142.3 above, the Employer may, upon the provision of 13 weeks' notice, direct the Employee to take up to one quarter of the Employee's accrued annual leave entitlement, provided that the Employee has in excess of 304 hours' annual leave accrued.

**142.5 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:

- (a) a dispute about whether the Employer or Employee has requested a meeting and genuinely tried to reach agreement;
- (b) a dispute about whether the Employer has unreasonable refused to agree to a request by the Employee to take paid annual leave; and
- (c) a dispute about whether a direction to take leave complies with the clause.

**142.6 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.

**142.7 Employee not taken to be on paid annual leave at certain times**

(a) **Public Holidays**

*See also clause 47 (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 58 (Personal Leave) and 54 (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.

- (ii) An Employee taking personal leave whilst on annual leave will provide the Employer with evidence in accordance with clause 58 (Personal Leave).
- (iii) 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 142.8 (Payment for Leave) or may be deducted from any payment required to be made under clause 142.10(a) (Effect of termination on annual leave).

#### 142.8 **Payment for leave**

- (a) Employees will receive their ordinary pay and any amount required by clause 142.9 (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 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.
- (b) An Employee may elect in writing to be paid, before going on annual leave, the amount of wages they would have received for ordinary time worked had they not been on leave during that period, or to continue with their normal pay cycle. Payment in advance for a short period shall only occur by mutual agreement.

#### 142.9 **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 allowances (clause 127);
    - B. rates for Saturday, Sunday (clause 136);
    - C. qualification allowance (clause 125);
    - D. uniform allowances (clause 42).
- (b) Leave loading under sub-clause 142.9(a)(i) is payable on:
  - (i) a maximum of 152 hours in respect of any year of employment; and
  - (ii) the Employee's weekly ordinary pay subject to the cap (UG1 Grade 3 Year 1)
- (c) The cap under sub-clause 142.9(b)(ii) is to determine which payments the Employee would have received had the Employee not been on leave for the purpose of sub-clause 142.9(a)(ii), this will be done either by:

- (i) the projected roster, being the roster the Employee would have worked had they not been on leave; or
- (ii) where there is no projected roster, the rosters for the three months immediately preceding the leave excluding any period during which the Employee was not on the roster (for example, because of attendance at approved CPD or another form of paid leave).

**142.10 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 142.9 (Annual leave loading or penalties).
- (b) If annual leave has been taken in advance as per clause 142.3(g) 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.

**142.11 ADOs and annual leave**

*See clause 130 (Accrued Days Off).*

**142.12 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 year's 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 annual leave loading and superannuation to the Employee's nominated Fund; and
- (iii) 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.

(d) **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 142.12(a)-(c) above save that:

- (i) 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
- (ii) the limit on cashing out no more than 2 weeks annual leave will not apply

## SECTION 3 | PART G: EDUCATION AND PROFESSIONAL DEVELOPMENT

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### 143. Professional Development Leave – Health Professionals

- 143.1 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.
- 143.2 To access the benefits of this provision it is the responsibility of the Employee to make an application for this leave.
- 143.3 The leave is cumulative over two calendar years.
- 143.4 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.
- 143.5 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.

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### 144. Professional Development Leave – Psychologists Only

- 144.1 Professional Development is the means by which members of a profession maintain, improve and broaden their knowledge and expertise, and develop personal and professional qualities by:
- (a) reviewing practice; and
  - (b) identifying learning needs; and
  - (c) planning and participating in relevant learning activities; and
  - (d) reflecting on the value of those activities.
- Entitlement**
- 144.2 All Employees are entitled to five days' paid Professional Development Leave in addition to other leave entitlements.
- 144.3 Where a regular and systematic casual (as defined in clause **Error! Reference source not found.**) seeks to undertake professional development that is directly relevant to the work



undertaken for the Employer, the Employee may apply for paid Professional Development leave. The Employer will not unreasonably refuse the application.

144.4 An Employee may utilise Professional Development Leave for part of a single day.

144.5 The leave in clause 144.2 is cumulative over two calendar years.

144.6 Professional development leave may be utilised for learning activities including but not limited to research, home study, and attendance at conferences and seminars.

#### **Applications**

144.7 Applications for Professional Development Leave must be made in writing to the Employer at least six weeks' prior to the proposed leave date, providing that an application made less than six weeks prior to the proposed leave date will still be considered for approval which will not be unreasonably withheld.

144.8 Applications for Professional Development Leave may include paid or unpaid leave.

144.9 Applications for Professional Development Leave may include the period of time in which the Employee is traveling to and from the learning activity.

144.10 An Employee applying to take Professional Development Leave to undertake home study must include details of the relevance of the study to the Employee's employment in the application.

144.11 The Employer must, within seven days, notify the Employee in writing whether the leave request is approved. If the leave is not granted, the reasons will be included in the notification to the Employee.

144.12 The Employer will not unreasonably withhold approval of the leave.

144.13 Except for the conditions in this clause, no other conditions will be attached to the granting of Professional Development Leave.

144.14 Where an application for Professional Development Leave which is approved by the Employer covers a period where the Employee would be rostered off (e.g. on weekends, ADOs or after hours), the Employer will provide time in lieu for the period of the course.

144.15 For the purposes of clause 144.14, time in lieu means time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement which would normally be paid for such periods of duty.

144.16 Any dispute about the reasonableness of withholding of approval of Professional Development Leave shall be dealt with under Settlement of Disputes.

#### **Additional Professional Registration Leave (Psychologists only)**

144.17 In addition to the provisions of Professional Development Leave above, both full-time and part-time Psychologists, shall be entitled to two days of paid Professional Development Leave per annum specifically for the purposes of meeting professional registration requirements.

#### **Reimbursement of Professional Development Leave expenses (Psychologists only)**

144.18 An Employee will be entitled to the reimbursement of reasonable expenses incurred in the course of their approved Professional Development Leave, such as:

- (a) Registration fees, reasonable travel, accommodation and per diem expenses; and/or

- (b) Where reasonable, additional childcare expenses where the Employee is the primary care giver of a child or children and has responsibility for the child(ren) during the professional development activity.
- 144.19 When determining whether an expense is a 'reasonable expense' as described above, the Employer will consider amounts set by the Australian Taxation Office (ATO) as adjusted from time to time.
- 144.20 Applications must be made within 14 days of returning from Professional Development Leave and include official receipts identifying the expense incurred.
- 144.21 The Employer must, within 14 days' of the application for reimbursement notify the Employee of the outcome of the application. In the event that all or part of the application is not approved, the Employer will provide reasons to the Employee in writing.
- 144.22 Any dispute about the reasonableness of expenses and/or failure of the Employer to approve an application for reimbursement of professional development expenses shall be dealt with under Settlement of Disputes.

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## **145. Examination Leave**

- 145.1 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.
- 145.2 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.
- 145.3 Any leave granted under the provisions of this clause shall be exempt from and, in addition, to the provisions of clause 142 (Annual leave).

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## **146. Study leave**

- 146.1 Paid study leave will be available to all Employees employed in full-time and part-time employment at the Employer's discretion.
- 146.2 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.
- 146.3 Employees employed in part-time employment will be entitled to paid study leave on a pro-rata basis.
- 146.4 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.

- 146.5 The Employer will notify the Employee of whether their request for study leave has been approved within 7 days of the application being made.

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### **147. Mental Health Professionals (Medicare) Study Leave**

Mental 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.

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### **148. Clinical Supervision(Other than Psychologists)**

- 148.1 Up to a maximum of 2 hours per month professional (clinical) supervision is to be offered to Employees in each discipline. The supervision will be provided by a supervisor of the clinician's choice, either from within the service or from an external source as determined by agreement between the clinician, the proposed supervisor and the Employer.
- 148.2 This clause does not prevent an Employer offering additional clinical supervision on a needs basis.

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### **149. Lived Experience Workforces Supervision (ONLY LEW)**

- 149.1 2 hours per month supervision is to be made available to Employees in Lived Experience classifications. The supervision will be provided by a supervisor of their choice, either from within the service or from an external source as determined by agreement between the Lived Experience Employee, the proposed supervisor and the Employer.
- 149.2 This clause does not prevent an Employer offering additional lived experience workforces supervision on a needs basis.

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### **150. Clinical Supervision (Psychologists Only)**

- 150.1 Grade 1 and Grade 2 Psychologists will be provided with individual fortnightly clinical supervision from a psychologist classified as Grade 3 and above.
- 150.2 Grade 3, Grade 4 and Grade 5 and Grade 6 Psychologists will be provided with a minimum of 10 hours of individual clinical supervision per annum plus an additional 12 hours per annum peer supervision, as defined by the PBA.
- 150.3 A Psychologist Grade 3 shall be provided with regular professional supervision by a Psychologist Grade 4 or above. Where there is no Psychologist Grade 4 or above, external supervision shall be provided.
- 150.4 Individual clinical supervision will be provided in person by a psychologist employed in the same clinical service .Where there are difficulties in providing face to face supervision to Psychologists Grades 4 and 5, alternative options for supervision will be offered and agreed with the psychologist, the employer and the proposed supervisor, consistent with PBA guidelines.
- 150.5 The employer shall provide and pay for external supervision of Grade 6 psychologists. External supervision arrangements will be agreed between the psychologist, the employer and the proposed supervisor.
- 150.6 Supervision will be provided by a PBA approved supervisor who has a skill set appropriate to the needs of the supervisee and their role, provided that a supervisor who located outside Australia shall not be required to be a PBA approved supervisor.

- 150.7 It is preferred, where possible, that the supervisor is not the line manager of the psychologist. In smaller services where there is limited capacity to provide supervision by senior psychologists employed by the employer, apart from the line manager, alternatives for supervision will be explored and negotiated with the psychologist, the employer and the proposed supervisor, consistent with PBA guidelines. The psychologist may agree for the clinical supervision to be provided by the line manager. Where there is no agreement and the psychologist believes that there may be difficulties if they are supervised by their manager, subclause 150.9 of this clause will apply.
- 150.8 Where the PBA minimum requirements for individual clinical supervision exceed the hours set out above, for example supervision of Psychologists Grade 1 who are employed outside University placements with PBA approval, Grade 1 Interns or Grade 2 Registrars, the employer will provide sufficient supervision to meet the PBA requirements.
- 150.9 Where the individual supervision of a Psychologist Grade 3 and above cannot be provided by a supervisor with the appropriate skill set at the same worksite, or employed in the same clinical service, the employer shall provide and pay for external supervision. External supervision arrangements will be agreed between the psychologist, the employer and the proposed supervisor.
- 150.10 It is recognised that there may be difficulties between a psychologist and their proposed clinical supervisor which may impair the supervisory relationship, or that such difficulties may develop. In such instances the psychologist may request a change of supervisor, which will be agreed between the psychologist, the employer and the proposed supervisor.

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## **151. Psychologist Supervisor Training**

- 151.1 A psychologist who meets the PBA requirements will be approved to undertake supervisor training on request.
- 151.2 The Employer will pay reasonable costs, to undertake a PBA approved supervisor training course. "Reasonable costs" include (but are not limited to) course fees and time release without loss of pay to undertake the training.
- 151.3 Applications will be responded to within 14 days.

## SECTION 3 | PART H: WORKING CONDITIONS (PSYCHOLOGISTS ONLY)

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### 152. Amenities and Equipment (Psychologists Only)

- 152.1 A Psychologist will, as far as reasonably practicable, have access to:
- (a) an office space;
  - (b) technology, including a computer and/or laptop, telephone and mobile phone and storage facilities; and
  - (c) clinical spaces to see patients,  
  
that is appropriate having regard to the work performed by the Psychologist, including the need for privacy in clinical and professional activities (including clinical supervision and leadership responsibilities).
- 152.2 Having regard to the clinical duties performed by a Psychologist, and as far as reasonably practicable, a Psychologist will not be required to share clinical spaces or hot desk for the purpose of performing clinical duties. In the event that a Psychologist is required to share a clinical space or hot desk for the purpose of performing clinical duties, the Employer will, as far as reasonably practicable, give consideration to alternatives, such as remote working locations (including work from home) or appropriate on-site breakout space. Agreement to alternative arrangements will not be unreasonably refused.
- 152.3 Where a Psychologist performs work from home and/or undertake consultations using Telehealth, the Psychologist will be provided with appropriate equipment (including mobile phones and computers) and secure communications software.
- 152.4 Where the Employer is considering construction or refurbishment of facilities a Psychologist uses, the Employer will consider the items outlined in sub-clause (a) and consult in accordance with clause 18 of the Agreement.
- 152.5 In the event that items identified in 152.1 and 152.3 are unable to be provided, the Psychologist will immediately raise concerns with their supervisor and/or manager who will work to resolve the concerns in the event that the concerns cannot be immediately resolved, the Employer will develop strategies to mitigate concerns.
- 152.6 Where a Psychologist has concerns regarding the safety of clinical spaces, the Psychologist will raise any concerns and the Employer will respond in accordance with existing internal Occupational Health and Safety processes.
- 152.7 Nothing in this clause prevents a Government directive related to occupational health and safety or items in this clause from taking precedence.

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### 153. Workload (Psychologists Only)

- 153.1 The Employer acknowledges the benefits to both the organisation and individual Employees gained through Employees having a balance between both their professional and personal life.
- The Employer further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare.

- 153.2 Work will be allocated so that an Employee does not work routinely beyond their ordinary hours of work to complete their duties, and the allocation of work does not require:
- (a) Working before or after rostered ordinary hours;
  - (b) Working through meal or rest breaks; or
  - (c) Undertaking work at home which is not part of an agreed work from home arrangement.
- 153.3 Subject to the provisions of this Agreement, all work performed by an Employee including time in addition to their ordinary rostered hours, shall be paid.
- 153.4 In the event that particular workload or staffing issues are identified, the Employer agrees to consult with Employees and their nominated representatives in relation to such matters.
- 153.5 To inform the consultation the employer will provide relevant information that will provide clarification of the workload or staffing issues.

**Staffing**

- 153.6 The employer will ensure that it is sufficiently staffed and resourced so as to enable each Employee to:
- (a) perform all aspects of their role/position during their ordinary hours;
  - (b) take rest intervals and meal breaks provided by this Agreement; and
  - (c) take leave provided for by this Agreement.

**Allocation of work**

- 153.7 The Employer will allocate work to each Employee so that they can perform all aspects of their duties during their ordinary hours of work, including but not limited to:
- (a) clinical duties;
  - (b) administrative and clerical duties;
  - (c) managerial/supervisory duties;
  - (d) educational duties;
  - (e) attending meetings; and
  - (f) clinical supervision.
- 153.8 The reference to “all aspects of their duties during their ordinary hours” excludes unpaid work such as (but not limited to):
- (a) additional time worked before or after rostered ordinary hours;
  - (b) working through meal or rest breaks;
  - (c) undertaking work at home which is not part of an agreed work from home arrangement.

## **154. No Restraint of Patients**

- 154.1 A Psychologist will not be required to physically restrain a patient, except in circumstances where there is an immediate duty of care to maintain safety.
- 154.2 Nothing in this clause affects the role a Psychologist may have in participating in de-escalation or other activity other than physical restraint in response to a Code.

## SECTION 3 | PART I: CLASSIFICATION AND STAFFING

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### 155. Classifications and wages

- 155.1 The classification descriptors are set out in Schedule 5 – Classification Definitions Applying to Health Professionals and Schedule 8 – Classification definition applying to Psychologists.
- 155.2 The weekly full-time salaries applicable to each classification during the period that this Section 3 operates are set out in Schedule 2.
- 155.3 Progression through all classifications for which there is ore 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.
- 155.4 Advancement by an Employee through the Experience increments within UG 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 UG 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 UG1, grade 1, 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 UG1, grade 1, 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 UG1, grade 1, 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 UG1, grade 1, 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 UG1, grade 1, fifth year of experience after qualification.

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### 156. Notification of classification

- 156.1 The Employer shall notify each Employee in writing on commencement of their classification and terms of employment.
- 156.2 The Employer shall notify each Employee of any alteration to their classification in writing no later than the operative day of such alteration.

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### 157. Chief Structures

- 157.1 For the purposes of classifying all Chief and Deputy Chief positions it will be necessary to divide the number of hours worked by relevant professionals (including interns) or total staff as the case may be, in that department by 38 with any fraction being taken to the next whole number. In addition, when classifying Chief positions in Physiotherapy,



Occupational Therapy, Speech Pathology, Music Therapy, Recreation Therapy or Social Work, a Chief position which is classified two grades or more below that of an allied Chief (that is either in the therapy stream or the radiation related stream) in the employ of the same Employer, shall be reclassified to the next available Chief grade.

**157.2 Chief Structures for amalgamated departments in amalgamated hospitals**

- (a) Where hospital departments covered by this Section 3 amalgamate as a consequence of a hospital amalgamation the Senior Chief shall be remunerated according to the total numbers of staff in the amalgamated institution in accordance with the provisions of this Section 3.
- (b) In addition, each campus will be entitled to a Chief position based on the staff numbers at the site.
- (c) No deputy chief positions will exist under this structure.

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**158. 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.

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**159. Psychologist Grade 2 to Psychologist Grade 3 Progression**

*For the purpose of this progression clause, experience gained as a provisionally registered Psychologist does not count as experience as a Grade 2 Psychologist.*

*Career progression is an important aspect of the attraction and retention of Psychologists working in Forensic care and is an important aspect of career satisfaction for individual Psychologists.*

- 159.1 A Psychologist Grade 2 may make a request to progress to Psychologist Grade 3 where the Psychologist:
- (a) Has endorsement from the PBA in a relevant Area of Practice;
  - (b) Has minimum of 5 years' experience as a generally registered Psychologist;
  - (c) Performs complex clinical work of a psychological nature, as part of normal duties; and
  - (d) Is a PBA approved Supervisor.

- 159.2 It is assumed for the purpose of this clause that a Psychologist with a PBA Area of Endorsement possesses advanced knowledge and skills, such that an application for progression is warranted.
- 159.3 The employer will respond to the application within 28 days of it being lodged.
- 159.4 Where an Employer refuses an application for progression, the Employer will provide written reasons (including the reason at (f) below) for refusal.
- 159.5 The movement of a psychologist from grade 2 to 3 does not rely on a vacancy or funding for the position but will be determined solely on the satisfaction of the criteria in sub clause (156.1) above.

*Example: Progression will be based on the satisfaction of the criteria for progression and not on whether there is a vacancy or on the basis of the relevant Department's budget.*

- 159.6 An employer may only refuse to progress a psychologist who meets the criteria in sub-clause (156.1) above where they are able to demonstrate that there is no grade 3 work available.
- 159.7 A Psychologist whose application is refused may reapply after 12 months.
- 159.8 Where the application for progression from Grade 2 to Grade 3 is successful, the Employer will confirm the Psychologist's classification in writing.
- 159.9 In the event that a dispute arises over the refusal of the Application it will be referred to the Independent Dispute Panel.
- 159.10 Nothing in this clause prevents a dispute over a refusal under 3 above from being dealt with under Dispute Resolution – of this Agreement.
- 159.11 Provided that a Psychologist Grade 2 may be reclassified as a Psychologist Grade 3 at the initiative of the employer, or by reason of meeting one of the criteria in Schedule 8, clause 1.4(c).
- 159.12 For the avoidance of doubt, a Psychologist who is progresses to P3 is required to undertake P3 work.

## SECTION 4: HEALTH AND ALLIED SERVICES

### SECTION 4 | PART A: PRELIMINARY

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#### **160. Definitions Specific to Section 4 of this Agreement**

- 160.1 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.
- 160.2 Department Head means a person responsible for a department or section of the hospital or health service covered by this Agreement.
- 160.3 Divisional Director means a person appointed as such by the Employer.
- 160.4 Experience means experience at any such work in any workplace subject to this Agreement within the last five (5) years, excluding any unpaid leave.
- 160.5 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.

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#### **161. Annual Retention Payment**

- 161.1 An Annual Retention Payment will be paid to full time Employees under this section as follows:
- (a) FFPPOA 1 July 2021 - \$1500
  - (b) FFPPOA 1 July 2022 - \$1800
  - (c) FFPPOA 1 July 2023 - \$2000
  - (d) FFPPOA 1 July 2024 - \$2000
- 161.2 The payment will be paid to part time Employees on a pro rata basis.
- 161.3 The payment is not applicable to casual employees and is not considered ordinary time earnings for the purpose of superannuation calculation.

## SECTION 4 | PART B: TYPES OF EMPLOYMENT AND END OF EMPLOYMENT

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### 162. 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.

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### 163. Trainees

- 163.1 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).
- 163.2 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 contained in Schedule 2 or if no rate is specified the applicable base rate under the relevant Modern Award.

## SECTION 4 | PART C: WAGES AND RELATED MATTERS

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### **164. Experience Payments**

The experience payments in Schedule 2 (as it applies to health and allied 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 39.

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### **165. 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

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### 166. In Charge Allowances

166.1 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%

166.2 Provided that clause 166.1 does not apply to the following classifications of Employee:

- (a) General Service Supervisor
- (b) Food Services Supervisor
- (c) Clerical Worker Grade A

166.3 The percentage In-charge Allowance is calculated on the base rate payable to the Employee pursuant to Schedule 2.

166.4 The In-Charge Allowance shall be additional to any other allowance to which the Employee is entitled under Section 4.

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### 167. Meal Allowances

167.1 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.

- 167.2 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.
- 167.3 The provisions of clause 167.1 and clause 167.2 shall not apply where the Employee could reasonably return home for a meal within the period allowed.
- 167.4 The meal allowances payable over the life of this Agreement are set out in Schedule 2.
- 167.5 Claims for payment of an overtime meal allowance will be processed in the next ordinary pay.

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## **168. Nauseous Work Allowance**

- 168.1 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.
- 168.2 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 168.1, shall not be entitled to be paid an allowance under clause 168.2 for the same work.
- 168.3 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.
- 168.4 The rounding provision does not apply to the calculation of the hourly rate of this allowance.

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## **169. Morning and Afternoon Shift Allowances**

An Employee whose rostered hours of ordinary duty finish between 6.00pm and 8.00am or commence between 6.00pm and 6.30am, shall be paid an amount equal to 2.5% of the relevant base rate per rostered period of duty.

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## **170. Night Shift Allowances**

### **170.1 Night Shift Allowance**

Provided that, an Employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am shall be paid for any such periods of duty an amount equal to 4% of the relevant base rate.

### **170.2 Permanent Night Shift Allowance**

Provided further that in the case of an Employee permanently working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am shall be paid for any such period of duty an amount equal to 5% of the relevant base rate. Permanently working shall mean working for any period in excess of four consecutive weeks.

## **171. Multi-Skilling Allowance – Patient Services Assistants**

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:

<b>Rate of Allowance</b>	<b>Effective from FFPPOA</b>
\$500	Each Year thereafter: 13 April of that year

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## **172. Tool Allowance**

- 172.1 Employees who are classified as chefs and cooks under Schedule 7 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.
- 172.2 The Tool Allowance is compensation for the supply and maintenance of tools.
- 172.3 The rounding provision does not apply to the calculation of this allowance.



## SECTION 4 | PART E: HOURS OF WORK AND RELATED MATTERS

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### 173. Accrued Days Off

- 173.1 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.
- 173.2 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.
- 173.3 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.

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### 174. Higher Duties

- 174.1 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.
- 174.2 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.

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### 175. Hours of Work

- 175.1 The ordinary hours of work for a full-time Employee shall be 38 hours, or an average of 38 hours, per week.
- 175.2 For the purposes of clause 175.1, 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.
- 175.3 The working week shall commence at midnight on a Sunday.
- 175.4 Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift shall be continuous.
- 175.5 The hours for an ordinary week's 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.

175.6 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.

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## **176. 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.

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## **177. Meal Breaks**

177.1 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.

177.2 Meal breaks shall not be regarded as time worked.

### **177.3 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 177.3(a) may also be adopted in any case where there is mutual agreement between the Employer and Employee.

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## **178. Minimum Engagement**

178.1 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 180 (Overtime) of Section 4.

178.2 No Employee shall be paid less than the minimum hours of engagement.

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## **179. On-Call/Recall**

179.1 The Employer shall pay an on-call allowance to Employees who are required to be on call.

179.2 The on-call allowances in Schedule 2 shall be paid to Employees as follows:

- (a) Employees who are required to be on call, or who return to duty when off duty, shall be paid an on-call allowance in addition to any other amount payable, per twelve hours or part thereof.
- (b) 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.
- (c) When recall work is necessary, it should be so arranged that Employees have at least 10 hours off duty between successive shifts.
- (d) An Employee, other than a casual, who works so much overtime between the termination of their previous rostered shift 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.

- (e) If, on the instructions of the Employer, an Employee resumes or continues work without having had a 10-hour break in accordance with clause 179.2(d), 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.
- (f) Where an Employee finishes a period of overtime 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.

179.3 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.

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## **180. Overtime**

180.1 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.

180.2 Only authorised overtime shall be paid for and the following rates of overtime shall apply.

180.3 Employees shall be paid at the rate of:

- (a) 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;
- (b) 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;
- (c) time and one half for overtime outside a spread of 9 hours from the time of commencing work by an Employee rostered to work broken shifts; and
- (d) double time for overtime outside a spread of 12 hours from the time of commencing work by an Employee rostered to work broken shifts.

180.4 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.

180.5 In addition to clause 180.3(a) 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.

180.6 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 he or she is released from duty for such rest period and the Employee

shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

180.7 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.

180.8 For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

180.9 **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 her/his 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 180.10 below (Additional Provisions for Double Shifts) also apply.

180.10 **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.

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**181. Overtime in Lieu**

181.1 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.

181.2 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.

181.3 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.

181.4 For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

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**182. Reasonable Additional Hours**

182.1 Subject to clause 182.2, an Employer may require an Employee to work reasonable additional hours at the appropriate overtime rate as defined in clause 180 (Overtime) of this Part E.

182.2 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 175 (Hours of Work); and
- (i) any other relevant matter.

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### **183. Rest Breaks**

183.1 Employees shall be entitled to a 10-minute rest break in each four hours worked, or part thereof being greater than one hour.

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### **184. Rest breaks shall be taken at a time suitable to the Employer and shall be counted as time Rosters**

184.1 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.

184.2 This 28 day roster provision will operate from the next roster cycle commencing 3 months after the commencement of this Agreement.

184.3 Rosters shall set out the Employees' daily ordinary hours of work, start times, finish times and meal intervals.

184.4 Where an Employee works a set Monday to Friday arrangement of hours without change, then no roster is required to be established.

184.5 Seven days' notice shall be given of a change in roster, except in emergency situations.

#### **184.6 Change of roster**

- (a) Where the Employer requires an Employee, without seven (7) days' notice and outside the expected circumstances in clause 184.5 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 (as it applies to health and allied 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 184.6 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.

- 184.7 An Employee may apply in writing to the Employer to have their roster fixed by the provisions of clause 184.8 below in lieu of clauses 184.1 to 184.6 above.
- 184.8 Rosters shall be fixed by mutual agreement, subject to the provisions of this Part.
- 184.9 An Employee may repudiate a request made under clause 184.7 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 184.1 to 184.6 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.
- 184.10 Rosters will be drawn up so as to provide at least eight (8) hours between successive periods of ordinary duty.
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## **185. Staffing Levels**

- (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.
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## **186. Unplanned Absences**

- 186.1 The Employer agrees to replace staff on planned or unplanned absences, where practicable.
- 186.2 The Employer will endeavour to maximise the use of permanent, full-time and part-time Employees to replace staff on planned and unplanned absences.
- 186.3 The engagement of casual Employees will be in accordance with the spirit and intent of clause 26.3 of this Agreement (casual employment).
- 186.4 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.
- 186.5 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.
- 186.6 In the event that particular staffing issues are identified at individual health care facilities the Employers agree to consult with Employees and the Union in relation to any matters raised, under the existing consultative arrangements.
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## **187. Wash-Up Time**

Where necessary, an Employee shall be entitled to cease work ten minutes before their rostered finishing time to enable them to wash or to change their clothes.

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## **188. Saturday and Sunday Work**

- 188.1 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.
- 188.2 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.

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## **189. Shiftwork**

- 189.1 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.
- 189.2 **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 189.2(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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### 190. Annual Leave

#### 190.1 Basic entitlement

- (a) An Employee (other than a casual Employee) is entitled to four (4) weeks' annual leave for each year of service with the Employer.
- (b) Part-time Employees shall be entitled to annual leave on a pro rata basis. Where the ordinary hours for a part-time Employee have varied during the period of accrual, the average ordinary hours shall be used to determine the Employee's annual leave entitlement.
- (c) An Employee's annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accrues from year to year.

#### 190.2 Additional Week's Annual Leave

- (a) The NES provides that an Employee who is defined as a shiftworker under this clause is entitled to an additional week of annual leave on the same terms and conditions.
- (b) For the purposes of the NES a shiftworker is an Employee who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.
- (c) An Employee covered by clause 190.2(a), whose employment is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the Employee last became entitled to annual leave from the Employer, shall be paid in addition to any other amounts due to the Employee, an amount equal to 1/48th of their ordinary pay in respect of that period of employment.

#### 190.3 Taking of annual leave

- (a) Annual leave shall be taken at a time or times as agreed between the Employer and Employee. Where an Employee requests a period of annual leave, agreement shall not be unreasonably withheld by the Employer.
- (b) Where a public holiday occurs during a period when an Employee is on annual leave, the Employee is taken not to be on annual leave on that public holiday.
- (c) If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment in accordance with Community Service/ Emergency Services Leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.
- (d) The amount of annual leave loading or penalties paid to an Employee in accordance with clause 190.5 in respect of a period of annual leave that is subsequently converted to another type of leave shall be deducted from any future entitlement under clause 190.5 or payment upon termination of employment, where applicable.



- (e) To assist Employees in balancing their work and family responsibilities, an Employee may elect, with the consent of the Employer to accrue and carry forward any amount of annual leave for up to two years from the date of entitlement.
- (f) The Employer and an Employee may agree to defer the payment of annual leave loading in respect of single day annual leave absences until at least five annual leave days are taken by the Employee.

**190.4 Payment for annual leave**

- (a) If an Employee takes a period of paid annual leave, the Employer must pay the Employee their ordinary pay for the period of leave so taken.
- (b) Ordinary pay, for the purposes of this clause, shall mean remuneration for the Employee's weekly number of hours during the period of leave taken, calculated at the ordinary time rate of pay pursuant to Schedule 2.
- (c) An Employee may elect in writing to be paid, before going on annual leave, the number of wages they would have received for ordinary time worked had they not been on leave during that period, or to continue with their normal pay cycle.
- (d) If, when the employment of an Employee ends, the Employee has an accrued annual leave entitlement, the Employer must pay the Employee the amount that would have been payable to the Employee had they taken the period of accrued annual leave.

**190.5 Annual Leave Loading**

In addition to the ordinary pay as described in clause 190.4(b), Employees shall receive either:

- (a) over Agreement payments for ordinary hours of work (where applicable);
- (b) shift work premiums, according to the roster or projected roster (where applicable);
- (c) Saturday and Sunday premiums, according to the roster or projected roster (where applicable); and
- (d) in-charge allowances (where applicable); or
- (e) annual leave loading equal to 17.5% of their wage, for their normal weekly hours, calculated at the ordinary time rate of pay, whichever is the higher.

**190.6 Annual leave in advance**

- (a) Annual leave may be taken in advance, by mutual agreement between the Employer and Employee.
- (b) Where annual leave is taken in advance, a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in which annual leave had been taken before it accrued.
- (c) Where annual leave has been taken in advance by an Employee and:
  - (i) the employment of the Employee is terminated before they have completed the year of employment in respect of which such annual leave has been taken; and

- (ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave so taken exceeds the sum that the Employer is required to pay to the Employee under clause 190.4 and clause 190.5; then
- (iii) the Employer shall not be liable to make any payment to the Employee under clause 190.4 and clause 190.5 and shall be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

**190.7 Cashing Out of Annual Leave**

- (a) Where an Employee has accrued annual leave in excess of four (4) weeks, then by mutual written agreement the Employer may pay the annual leave (and annual leave loading as applicable) in excess of four weeks to the Employee as a one-off cash payment.
- (b) Superannuation contributions will be paid by the Employer in respect of any period of annual leave to be paid out in accordance with clause 190.7(a).
- (c) Payments made in accordance with clause 190.7(a) extinguish an Employee's right to access leave or receive further payment for the period of leave paid out.

## SECTION 4 | PART G: EDUCATION AND PROFESSIONAL DEVELOPMENT

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### 191. Study Leave

- 191.1 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.
- 191.2 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.
- 191.3 A part-time Employee shall be entitled to paid study leave on a pro-rata basis.
- 191.4 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.
- 191.5 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.
- 191.6 Where the course of study is of relevance to the Employee's employment, the Employer shall not withhold consent.
- 191.7 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.
- 191.8 In all circumstances, the leave will be made available to the Employee(s) in the year in which application is made.
- 191.9 Any dispute arising under this clause 191 shall be resolved in accordance with the Dispute Settling Procedures.
- 191.10 Paid study leave pursuant to this clause does not accumulate from year to year.

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### 192. Staff Appraisal

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 is given to the Employee.

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### **193. 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**

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### **194. Amenities**

- 194.1 Dressing rooms, rest rooms, bathrooms or shower rooms and lunchrooms shall be provided for non-resident Employees.
- 194.2 Suitable, healthy accommodation shall be provided for resident Employees.

## SECTION 4 | PART I: CLASSIFICATION AND STAFFING

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### **195. Classifications**

- 195.1 The Employer shall classify all Employees in accordance with the classification structure set out in this Agreement.
- 195.2 The Employer shall notify each Employee in writing upon commencement, of their classification and terms of employment.
- 195.3 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

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#### **196. Definitions Specific to Section 5 of this Agreement**

- 196.1 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.
- 196.2 Department Head means a person responsible for a department or section of the hospital or health service covered by this Agreement.
- 196.3 Divisional Director means a person appointed as such by the Employer.
- 196.4 Experience means experience at any such work in any workplace subject to this Agreement within the last five (5) years, excluding any unpaid leave.
- 196.5 In Section 5 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.

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#### **197. Annual Retention Payment**

- 197.1 An Annual Retention Payment will be paid to full time Employees as follows:
- (a) FFPPOA 1 July 2021 - \$1500
  - (b) FFPPOA 1 July 2022 - \$1800
  - (c) FFPPOA 1 July 2023 - \$2000
  - (d) FFPPOA 1 July 2024 - \$2000
- 197.2 The payment will be paid to part time Employees on a pro rata basis.
- 197.3 The payment is not applicable to casual employees and is not considered ordinary time earnings for the purpose of superannuation calculation.

## **SECTION 5 | PART B: TYPES OF EMPLOYMENT AND END OF EMPLOYMENT**

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## **SECTION 5 | PART C: WAGES AND RELATED MATTERS**

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### **198. 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 5 | PART D: ALLOWANCES AND REIMBURSEMENTS

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### 199. Meal Allowances

- 199.1 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.
- 199.2 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.
- 199.3 The provisions of clause 199.1 and clause 199.2 shall not apply where the Employee could reasonably return home for a meal within the period allowed.
- 199.4 The meal allowances payable over the life of this Agreement are set out in Schedule 2.
- 199.5 Claims for payment of an overtime meal allowance will be processed in the next ordinary pay.

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### 200. Shift Allowances

- 200.1 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.
- 200.2 The weekly base rate of pay for the calculation of shift allowances for Employees classified under Part 1 of Schedule 6 of this Agreement is the Management and Administrative Officers "Grade 1", as outlined in Schedule 2.
- 200.3 **Morning and Afternoon Shift Allowances**
- (a) An Employee classified under Part 1 of Schedule 6 of this Agreement whose rostered hours of duty finish between 6:00pm and 8:00am, or commence between 6:00pm and 6:30am shall be paid an amount equal to 2.0% of the relevant base rate per rostered period of duty.
- (b) An Employee classified under Part 2 of Schedule 6 of this Agreement whose rostered hours of duty finish between 8:00pm and 8:00am, or commence between 6:00pm and 6:30am shall be paid an amount equal to 2.0% of the relevant base rate per rostered period of duty.
- 200.4 **Night Shift Allowance**
- Provided that, an Employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am shall be paid for any such periods of duty an amount equal to 4% of the relevant base rate.
- 200.5 **Permanent Night Shift Allowance**
- Provided further that in the case of an Employee permanently working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am shall be paid for any such period of duty an amount equal to 5% of the relevant base rate. Permanently working shall mean working for any period in excess of four consecutive weeks.

**200.6 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 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 200.6(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.

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**201. Removal Expenses**

- 201.1 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
- 201.2 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.

## SECTION 5 | PART E: HOURS OF WORK AND RELATED MATTERS

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### 202. Accrued Days Off

- 202.1 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.
- 202.2 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.

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### 203. Higher Duties

- 203.1 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.
- 203.2 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.

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### 204. Hours of Work

- 204.1 The ordinary hours of work for a full-time Employee shall be 38 hours, or an average of 38 hours, per week.
- 204.2 For the purposes of clause 204.1, 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.
- 204.3 The working week shall commence at midnight on a Sunday.
- 204.4 Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift shall be continuous.
- 204.5 **Management and Administrative Officers**

For Employees classified under Schedule 6 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.

## **205. Meal Breaks**

205.1 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.

205.2 Meal breaks shall not be regarded as time worked.

### **205.3 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.

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## **206. Minimum Engagement**

206.1 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 208 (Overtime) of Section 5.

206.2 No Employee shall be paid less than the minimum hours of engagement.

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## **207. On-Call/Recall**

207.1 The Employer shall pay an on-call allowance to Employees who are required to be on call.

207.2 The on-call allowances in Schedule 2 (as applicable to management and administrative officers) shall be paid to an Employee as follows:

- (a) the On Call Allowance – Monday to Friday shall be paid in respect of any 24-hour period or part thereof during which an Employee is on call during the period commencing from the time of finishing ordinary duty on Monday through until the termination of ordinary duty on Friday; and
- (b) the On Call Allowance – Public Holidays and All other Times shall be paid in respect of any other 24-hour period, or part thereof, or any public holiday, or part thereof.
- (c) 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.
- (d) 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.
- (e) An Employee, other than a casual, who works so much overtime between the termination of their previous rostered shift 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.
- (f) If, on the instructions of the Employer, an Employee resumes or continues work without having had an 8-hour break in accordance with clause 207.2(e), 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.

## **208. Overtime**

208.1 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.

208.2 Part-time Employees classified under Part 2 of Schedule 6 of this Agreement are only entitled to payment of overtime where they work in excess of 38 hours in a given week.

208.3 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.
- (b) Clause 208 (Overtime) is to be read in conjunction with this clause as it applies to management and administrative Employees at Royal Children's Hospital.

### **208.4 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 her/his 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 208.5 below (Additional Provisions for Double Shifts) also apply.

### **208.5 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.

## **209. Overtime in Lieu**

- 209.1 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.
- 209.2 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.
- 209.3 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.
- 209.4 For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

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## **210. Reasonable Additional Hours**

- 210.1 Subject to clause 210.2, an Employer may require an Employee to work reasonable additional hours at the appropriate overtime rate as defined in clause 208 (Overtime) of Section 5.
- 210.2 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 204 (Hours of Work); and
  - (i) any other relevant matter.

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## **211. Rest Breaks**

- 211.1 Employees shall be entitled to a 10-minute rest break in each four hours worked, or part thereof being greater than one hour.
- 211.2 Rest breaks shall be taken at a time suitable to the Employer and shall be counted as time worked.

## **212. Saturday and Sunday Work**

- 212.1 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.
- 212.2 Where Employees are required to carry out duties on a Saturday or Sunday in excess of the weeks work, such duties will be paid for at the rate of double time.



## SECTION 5 | PART F: LEAVE AND PUBLIC HOLIDAYS

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### 213. Annual Leave

#### 213.1 Basic entitlement

- (a) An Employee (other than a casual Employee) is entitled to four (4) weeks annual leave for each year of service with the Employer.
- (b) Part-time Employees shall be entitled to annual leave on a pro rata basis. Where the ordinary hours for a part-time Employee have varied during the period of accrual, the average ordinary hours shall be used to determine the Employee's annual leave entitlement.
- (c) An Employee's annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accrues from year to year.

#### 213.2 Additional Week's Annual Leave

- (a) The NES provides that an Employee who is defined as a shiftworker under this clause is entitled to an additional week of annual leave on the same terms and conditions.
- (b) For the purposes of the NES a shiftworker is an Employee who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.
- (c) An Employee covered by clause 213.2(a), whose employment is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the Employee last became entitled to annual leave from the Employer, shall be paid in addition to any other amounts due to the Employee, an amount equal to 1/48th of their ordinary pay in respect of that period of employment.

#### 213.3 Taking of annual leave

- (a) Annual leave shall be taken at a time or times as agreed between the Employer and Employee. Where an Employee requests a period of annual leave, agreement shall not be unreasonably withheld by the Employer.
- (b) Where a public holiday occurs during a period when an Employee is on annual leave, the Employee is taken not to be on annual leave on that public holiday.
- (c) If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment in accordance with Community Service/ Emergency Services Leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.
- (d) No Employee shall be recalled from annual leave, other than by mutual agreement between the Employer and Employee. The Employer shall reimburse the Employee for any expenses incurred by the Employee as a result of a return to duty from a period of annual leave. Unsatisfied leave arising from

a recall to duty shall be fulfilled as soon as possible thereafter, by agreement between the Employer and Employee.

- (e) The amount of annual leave loading or penalties paid to an Employee in accordance with clause 213.5 in respect of a period of annual leave that is subsequently converted to another type of leave shall be deducted from any future entitlement under clause 213.5 or payment upon termination of employment, where applicable.
- (f) To assist Employees in balancing their work and family responsibilities, an Employee may elect, with the consent of the Employer to accrue and carry forward any amount of annual leave for up to two years from the date of entitlement.
- (g) The Employer and an Employee may agree to defer the payment of annual leave loading in respect of single day annual leave absences until at least five annual leave days are taken by the Employee.

**213.4 Payment for annual leave**

- (a) If an Employee takes a period of paid annual leave, the Employer must pay the Employee their ordinary pay for the period of leave so taken.
- (b) Ordinary pay, for the purposes of this clause, shall mean remuneration for the Employee’s weekly number of hours during the period of leave taken, calculated at the ordinary time rate of pay pursuant to Schedule 2.
- (c) An Employee may elect in writing to be paid, before going on annual leave, the amount of wages they would have received for ordinary time worked had they not been on leave during that period, or to continue with their normal pay cycle.
- (d) If, when the employment of an Employee ends, the Employee has an accrued annual leave entitlement, the Employer must pay the Employee the amount that would have been payable to the Employee had they taken the period of accrued annual leave.

**213.5 Annual Leave Loading**

- (a) In addition to the ordinary pay as described in this clause Employees classified under Part 1 of Schedule 6 of this Agreement shall receive either:
  - (i) Shift work premiums according to the roster or projected roster;
  - (ii) Saturday and Sunday premiums according to the roster or projected roster; or
  - (iii) annual leave loading equal to 17.5% of their wage, for their normal weekly hours, calculated at the ordinary time rate of pay, whichever is the higher.
  - (iv) Provided that the maximum annual leave loading payable under this clause shall be no greater than 17.5% of the weekly rate specified in the table below in respect of the four week period, or proportionate amount in respect of a lesser period or periods:

Weekly Rate of Pay	Effective Date
\$1,934.60	1 October 2019

\$1,973.30	1 July 2021
\$2,012.80	1 July 2022
\$2,053.00	1 July 2023
\$2,094.10	1 July 2024

- (b) In addition to the ordinary pay as described in clause 213.4(b), Employees classified under Part 2 of Schedule 6 of this Agreement shall receive:
- (i) an amount of 17.5% loading on 4 weeks ordinary pay; or
  - (ii) in the case of a shift worker, a payment in accordance with the following formula: penalties paid during the period of accrual, divided by the hours of work during the same period, multiplied by 52.
- (c) The amount in respect of sub-clause 213.4(b) above shall be paid on the Employee's anniversary date.

**213.6 Annual leave in advance**

- (a) Annual leave may be taken in advance, by mutual agreement between the Employer and Employee.
- (b) Where annual leave is taken in advance, a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in which annual leave had been taken before it accrued.
- (c) Where annual leave has been taken in advance by an Employee and:
- (i) the employment of the Employee is terminated before they have completed the year of employment in respect of which such annual leave has been taken; and
  - (ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave so taken exceeds the sum that the Employer is required to pay to the Employee under clause 213.4 and clause 213.5; then
  - (iii) the Employer shall not be liable to make any payment to the Employee under clause 213.4 and clause 213.5 and shall be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

**213.7 Cashing Out of Annual Leave**

- (a) Where an Employee has accrued annual leave in excess of four (4) weeks, then by mutual written agreement the Employer may pay the annual leave (and annual leave loading as applicable) in excess of four weeks to the Employee as a one-off cash payment.
- (b) Superannuation contributions will be paid by the Employer in respect of any period of annual leave to be paid out in accordance with clause 213.7(a).
- (c) Payments made in accordance with clause 213.7(a) extinguish an Employee's right to access leave or receive further payment for the period of leave paid out.



## SECTION 5 | PART G: CLASSIFICATION AND STAFFING

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### **214. Classifications**

- 214.1 The Employer shall classify all Employees in accordance with the classification structure set out in of this Agreement.
- 214.2 The Employer shall notify each Employee in writing upon commencement, of their classification and terms of employment.
- 214.3 The Employer shall notify each Employee of any alteration to their classification in writing not later than the operative date of such change.

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### **215. Ward clerks**

- 215.1 From 1 October 2017 Forensicare ward clerks and community receptionists who regularly during the course of a shift have contact with patient/clients, are to be reclassified to Grade 2A and will progress through the pay points to 2D in accordance with the requirements of Schedule 6.

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### **216. Chief Executive Officers/GSERP**

- 216.1 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 Entity Executive Remuneration Policy (PEER Policy).
- 216.2 Clause 216.1 excludes CEOs whose terms and conditions are not covered by a PEER Policy contract.
- 216.3 Despite clause 216.1, any further Peer Policy contract offered by the Employer to an existing Employee whose employment is governed by a Peer Policy contract in existence at the date of certification of this Agreement will not reduce the total remuneration package applicable to that Employee.

**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 The rates of pay of Employees within the below classifications will increase over the life of the Agreement as follows:

- (a) From the FFPPOA 1 July 2021 – 3%
- (b) From the FFPPOA 1 July 2022 – 3%
- (c) From the FFPPOA 1 July 2023 – 3%
- (d) From the FFPPOA 1 July 2024 – 1.5%

1.2 The calculation of the above percentages and the tables below shall be made to the nearest 10 cents with any amount in the result below 5 cents to be disregarded.

**1.3 Registered Psychiatric Nurses Salaries**

Current Classification	Previous Rate	FPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>1.5%</b>
RUSON YEAR 1	N/A	\$918.10	\$945.60	\$974.00	\$988.60
RUSON YEAR 2	N/A	\$979.30	\$1,008.70	\$1,039.00	\$1,054.60
RUSON YEAR 3	N/A	\$1,040.50	\$1,071.70	\$1,103.90	\$1,120.50
NURSING INDIGENOUS HEALTH CADET YEAR 1	N/A	\$918.10	\$945.60	\$974.00	\$988.60
NURSING INDIGENOUS HEALTH CADET YEAR 2	N/A	\$979.30	\$1,008.70	\$1,039.00	\$1,054.60
NURSING INDIGENOUS HEALTH CADET YEAR 3	N/A	\$1,040.50	\$1,071.70	\$1,103.90	\$1,120.50

SCHEDULE 2 : SALARIES AND ALLOWANCES

Current Classification	Previous Rate	FFPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>1.5%</b>
RPN GRADE 2 YEAR 1	\$1,188.40	\$1,224.10	\$1,260.80	\$1,298.60	\$1,318.10
RPN GRADE 2 YEAR 2	\$1,255.30	\$1,293.00	\$1,331.80	\$1,371.80	\$1,392.40
RPN GRADE 2 YEAR 3	\$1,322.20	\$1,361.90	\$1,402.80	\$1,444.90	\$1,466.60
RPN GRADE 2 YEAR 4	\$1,394.00	\$1,435.80	\$1,478.90	\$1,523.30	\$1,546.10
RPN GRADE 2 YEAR 5	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20	\$1,625.20
RPN GRADE 2 YEAR 6	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00	\$1,702.20
RPN GRADE 2 YEAR 7	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70	\$1,789.10
RPN GRADE 2 YEAR 8	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20	\$1,861.70
RPN GRADE 2 ADVANCED	\$1,746.70	\$1,799.10	\$1,853.10	\$1,908.70	\$1,937.30
PSYCH CLIN NURSE SPEC	\$1,746.70	\$1,799.10	\$1,853.10	\$1,908.70	\$1,937.30
RPN GRADE 3 YEAR 1	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30	\$1,941.00
RPN GRADE 3 YEAR 2	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90	\$1,996.40
RPN GRADE 3 YEAR 3/ ANUM Year 1	\$1,880.20	\$1,936.60	\$1,994.70	\$2,054.50	\$2,085.30

SCHEDULE 2 : SALARIES AND ALLOWANCES



SCHEDULE 2 : SALARIES AND ALLOWANCES

Current Classification	Previous Rate	FPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>1.5%</b>
RPN GRADE 3 YEAR 4 / ANUM Year 2	\$1,943.40	\$2,001.70	\$2,061.80	\$2,123.70	\$2,155.60
RPN GRADE 4 YEAR 1	\$1,950.00	\$2,008.50	\$2,068.80	\$2,130.90	\$2,162.90
RPN GRADE 4 YEAR 2	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50	\$2,218.30
RPN GRADE 4 YEAR 3	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70	\$2,329.10
RPN G4 UNIT MGR	\$2,218.70	\$2,285.30	\$2,353.90	\$2,424.50	\$2,460.90
RPN GRADE 5	\$2,200.00	\$2,266	\$2,334.00	\$2,404.00	\$2,440.10
RPN GRADE 6	\$2,500.00	\$2,575	\$2,652.30	\$2,731.90	\$2,772.90
RPN GRADE 7	N/A	\$3,236.05	\$3,333.10	\$3,433.10	\$3,484.60

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

1.4 **Salaries for Psychiatric Enrolled Nurses**

1.5 The rates of pay of Employees within the below classifications will increase over the life of the Agreement as follows:

- (a) From the FFPPOA 1 July 2021 – 3%
- (b) From the FFPPOA 1 July 2022 – 3%
- (c) From the FFPPOA 1 July 2023 – 3%
- (d) From the FFPPOA 1 July 2024 – 1.5%

1.6 The calculation of the above percentages and the tables below shall be made to the nearest 10 cents with any amount in the result below 5 cents to be disregarded.

1.7 **Psychiatric Enrolled Nurses Salaries**

Current Classification	Previous Weekly Rate	FPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>1.5%</b>
Pre-Qualification PEN		\$921.70	\$949.40	\$977.90	\$992.60
PEN LEVEL 1 YEAR 1	\$1,048.60	\$1,080.10	\$1,112.50	\$1,145.90	\$1,163.10
PEN LEVEL 1 YEAR 2	\$1,070.10	\$1,102.20	\$1,135.30	\$1,169.40	\$1,186.90
PEN LEVEL 1 YEAR 3	\$1,091.40	\$1,124.10	\$1,157.80	\$1,192.50	\$1,210.40
PEN LEVEL 1 YEAR 4	\$1,113.10	\$1,146.50	\$1,180.90	\$1,216.30	\$1,234.50
PEN LEVEL 1 YEAR 5	\$1,126.20	\$1,160.00	\$1,194.80	\$1,230.60	\$1,249.10
PEN LEVEL 1 YEAR 6	\$1,155.60	\$1,190.30	\$1,226.00	\$1,262.80	\$1,281.70
PEN LEVEL 1 YEAR 7	\$1,176.60	\$1,211.90	\$1,248.30	\$1,285.70	\$1,305.00

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

Current Classification	Previous Weekly Rate	FPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>1.5%</b>
PEN LEVEL 1 YEAR 8	\$1,201.70	\$1,237.80	\$1,274.90	\$1,313.10	\$1,332.80
PEN LEVEL 2 YEAR 1	\$1,226.90	\$1,263.70	\$1,301.60	\$1,340.60	\$1,360.70
PEN LEVEL 2 YEAR 2	\$1,239.50	\$1,276.70	\$1,315.00	\$1,354.50	\$1,374.80
PEN LEVEL 2 YEAR 3	\$1,252.00	\$1,289.60	\$1,328.30	\$1,368.10	\$1,388.60
PEN LEVEL 2 YEAR 4	\$1,281.30	\$1,319.70	\$1,359.30	\$1,400.10	\$1,421.10
PEN LEVEL 3 YEAR 1	\$1,314.80	\$1,354.20	\$1,394.80	\$1,436.60	\$1,458.10
PEN LEVEL 3 YEAR 2	\$1,361.80	\$1,402.70	\$1,444.80	\$1,488.10	\$1,510.40
PEN LEVEL 3 YEAR 3	\$1,383.90	\$1,425.40	\$1,468.20	\$1,512.20	\$1,534.90
PEN LEVEL 3 YEAR 4	\$1,402.40	\$1,444.50	\$1,487.80	\$1,532.40	\$1,555.40
PEN LEVEL 4 (Educator)	\$1,746.70	\$1,799.10	\$1,853.10	\$1,908.70	\$1,937.30

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

1.8 **Salaries for Registered Psychiatric Nurses with Commuted Allowances**

1.9 The rates of pay of Employees within the below classifications will increase over the life of the Agreement in accordance with 1.11:

1.10 The calculation of the above percentages and the tables below shall be made to the nearest 10 cents with any amount in the result below 5 cents to be disregarded.

1.11 **Registered Psychiatric Nurses with Commuted Allowance Salaries**

Current Classification	Current Weekly Rate	Comm.	FFPPOA 1 July 2021	Comm	FFPPOA 1 July 2022	Comm.	FFPPOA 1 July 2023	Comm	FFPPOA 1 July 2024	Comm
<b>Increase</b>			<b>3%</b>		<b>3%</b>		<b>3%</b>		<b>1.5%</b>	
RPN GRADE 2 YEAR 1	\$1,174.10	\$221.30	\$1,209.30	\$227.90	\$1,245.60	\$234.70	\$1,283.00	\$241.70	\$1,302.20	\$245.40
RPN GRADE 2 YEAR 2	\$1,261.20	\$227.00	\$1,299.00	\$233.80	\$1,338.00	\$240.80	\$1,378.10	\$248.00	\$1,398.80	\$251.80
RPN GRADE 2 YEAR 3	\$1,322.00	\$238.00	\$1,361.70	\$245.10	\$1,402.60	\$252.50	\$1,444.70	\$260.10	\$1,466.30	\$264.00
RPN GRADE 2 YEAR 4	\$1,386.50	\$250.00	\$1,428.10	\$257.50	\$1,470.90	\$265.20	\$1,515.00	\$273.20	\$1,537.80	\$277.30
RPN GRADE 2 YEAR 5	\$1,447.40	\$260.60	\$1,490.80	\$268.40	\$1,535.50	\$276.50	\$1,581.60	\$284.80	\$1,605.30	\$289.00
RPN GRADE 2 YEAR 6	\$1,505.30	\$270.90	\$1,550.50	\$279.00	\$1,597.00	\$287.40	\$1,644.90	\$296.00	\$1,669.60	\$300.50
RPN GRADE 2 YEAR 7	\$1,572.60	\$283.10	\$1,619.80	\$291.60	\$1,668.40	\$300.30	\$1,718.50	\$309.30	\$1,744.20	\$314.00
RPN GRADE 2 YEAR 8	\$1,639.40	\$295.10	\$1,688.60	\$303.90	\$1,739.30	\$313.10	\$1,791.50	\$322.50	\$1,818.30	\$327.30

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

Current Classification	Current Weekly Rate	Comm.	FFPPOA 1 July 2021	Comm	FFPPOA 1 July 2022	Comm.	FFPPOA 1 July 2023	Comm	FFPPOA 1 July 2024	Comm
<b>Increase</b>			<b>3%</b>		<b>3%</b>		<b>3%</b>		<b>1.5%</b>	
RPN GRADE 2 ADVANCED	\$1,746.50	\$314.40	\$1,798.90	\$323.80	\$1,852.90	\$333.50	\$1,908.50	\$343.50	\$1,937.10	\$348.70
PSYCH CLIN NURSE SPEC	\$1,746.50	\$314.40	\$1,798.90	\$323.80	\$1,852.90	\$333.50	\$1,908.50	\$343.50	\$1,937.10	\$348.70
RPN GRADE 3 YEAR 1	\$1,674.10	\$301.30	\$1,724.30	\$310.30	\$1,776.00	\$319.60	\$1,829.30	\$329.20	\$1,856.80	\$334.20
RPN GRADE 3 YEAR 2	\$1,721.20	\$309.80	\$1,772.80	\$319.10	\$1,826.00	\$328.70	\$1,880.80	\$338.60	\$1,909.00	\$343.60
RPN GRADE 3 YEAR 3/ ANUM Year 1	\$1,796.50	\$323.40	\$1,850.40	\$333.10	\$1,905.90	\$343.10	\$1,963.10	\$353.40	\$1,992.50	\$358.70
RPN GRADE 3 YEAR 4 ANUM Year 2	\$1,858.90	\$334.60	\$1,914.70	\$344.60	\$1,972.10	\$355.00	\$2,031.30	\$365.50	\$2,061.70	\$371.10
RPN GRADE 4 YEAR 1	\$1,950.00	\$331.50	\$2,008.50	\$341.50	\$2,068.80	\$351.70	\$2,130.80.	\$362.20	\$2,162.80	\$367.70

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

Current Classification	Current Weekly Rate	Comm.	FFPPOA 1 July 2021	Comm	FFPPOA 1 July 2022	Comm.	FFPPOA 1 July 2023	Comm	FFPPOA 1 July 2024	Comm
<b>Increase</b>			<b>3%</b>		<b>3%</b>		<b>3%</b>		<b>1.5%</b>	
RPN GRADE 4 YEAR 2	\$1,976.90	\$346.90	\$2,036.20	\$357.30	\$2,097.30	\$368.00	\$2,160.20	\$379.00	\$2,192.60	\$384.70
RPN GRADE 4 YEAR 3	\$2,078.40	\$374.10	\$2,140.80	\$385.30	\$2,205.00	\$396.90	\$2,271.10	\$408.80	\$2,305.30	\$414.90
RPN G4 UNIT MGR	\$2,140.60	\$385.30	\$2,204.80	\$396.90	\$2,270.90	\$408.80	\$2,339.10	\$421.00	\$2,374.20	\$427.30
RPN GRADE 5	\$2,142.80	\$385.70	\$2,207.10	\$397.30	\$2,273.30	\$409.20	\$2,341.50	\$421.50	\$2,376.60	\$427.80
RPN GRADE 6	\$2,417.30	\$435.10	\$2,489.80	\$448.20	\$2,564.50	\$461.60	\$2,641.50	\$475.40	\$2,681.10	\$482.60

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

1.12 **Salaries for Psychiatric Enrolled Nurses with Commuted Allowances**

1.13 The rates of pay of Employees within the below classifications will increase over the life of the Agreement in accordance with 1.15.

1.14 The calculation of the above percentages and the table below shall be made to the nearest 10 cents with any amount in the result below 5 cents to be disregarded.

1.15 **Psychiatric Enrolled Nurses with Commuted Allowance Salaries**

Current Classification	Current Weekly Rate	Comm	FFPPOA 1 July 2021	Comm	FFPPOA 1 July 2022	Comm	FFPPOA 1 July 2023	Comm	FFPPOA 1 July 2024	Comm
<b>Increase</b>			<b>3%</b>		<b>3%</b>		<b>3%</b>		<b>1.5%</b>	
PSEN LEVEL 1 YEAR 1	\$1,016.39	\$182.98	\$1,046.90	\$188.50	\$1,078.30	\$194.20	\$1,110.60	\$200.00	\$1,127.30	\$203.00
PSEN LEVEL 1 YEAR 2	\$1,043.22	\$187.80	\$1,074.50	\$193.40	\$1,106.70	\$199.20	\$1,139.90	\$205.20	\$1,157.00	\$208.30
PSEN LEVEL 1 YEAR 3	\$1,069.95	\$192.64	\$1,102.00	\$198.40	\$1,135.10	\$204.40	\$1,169.20	\$210.50	\$1,186.70	\$213.70
PSEN LEVEL 1 YEAR 4	\$1,094.29	\$196.93	\$1,127.10	\$202.80	\$1,160.90	\$208.90	\$1,195.70	\$215.20	\$1,213.60	\$218.40
PSEN LEVEL 1 YEAR 5	\$1,126.32	\$202.74	\$1,160.10	\$208.80	\$1,194.90	\$215.10	\$1,230.70	\$221.60	\$1,249.20	\$224.90
PSEN LEVEL 1 YEAR 6	\$1,155.65	\$208.00	\$1,190.30	\$214.20	\$1,226.00	\$220.60	\$1,262.80	\$227.20	\$1,281.70	\$230.60
PSEN LEVEL 1 YEAR 7	\$1,177.38	\$211.97	\$1,212.70	\$218.30	\$1,249.10	\$224.80	\$1,286.60	\$231.50	\$1,305.90	\$235.00
PSEN LEVEL 1 YEAR 8	\$1,201.72	\$216.27	\$1,237.80	\$222.80	\$1,274.90	\$229.50	\$1,313.10	\$236.40	\$1,332.80	\$239.90

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

Current Classification	Current Weekly Rate	Comm	FFPPOA 1 July 2021	Comm	FFPPOA 1 July 2022	Comm	FFPPOA 1 July 2023	Comm	FFPPOA 1 July 2024	Comm
<b>Increase</b>			<b>3%</b>		<b>3%</b>		<b>3%</b>		<b>1.5%</b>	
PSEN LEVEL 2 YEAR 1	\$1,226.89	\$220.89	\$1,263.70	\$227.50	\$1,301.60	\$234.30	\$1,340.60	\$241.30	\$1,360.70	\$244.90
PSEN LEVEL 2 YEAR 2	\$1,239.47	\$223.13	\$1,276.70	\$229.80	\$1,315.00	\$236.70	\$1,354.50	\$243.80	\$1,374.80	\$247.50
PSEN LEVEL 2 YEAR 3	\$1,247.79	\$224.64	\$1,285.20	\$231.40	\$1,323.80	\$238.30	\$1,363.50	\$245.40	\$1,384.00	\$249.10
PSEN LEVEL 2 YEAR 4	\$1,281.18	\$230.65	\$1,319.60	\$237.60	\$1,359.20	\$244.70	\$1,400.00	\$252.00	\$1,421.00	\$255.80
PEN LEVEL 3 YEAR 1	\$1,314.56	\$236.66	\$1,354.00	\$243.80	\$1,394.60	\$251.10	\$1,436.50	\$258.60	\$1,457.90	\$262.50
PEN LEVEL 3 YEAR 2	\$1,361.88	\$245.15	\$1,402.70	\$252.50	\$1,444.80	\$260.10	\$1,488.20	\$267.90	\$1,510.40	\$271.90
PEN LEVEL 3 YEAR 3	\$1,383.93	\$249.12	\$1,425.50	\$256.60	\$1,468.20	\$264.30	\$1,512.30	\$272.20	\$1,534.90	\$276.30
PEN LEVEL 3 YEAR 4	\$1,402.54	\$252.45	\$1,444.60	\$260.00	\$1,488.00	\$267.80	\$1,532.60	\$275.80	\$1,555.50	\$279.90

SCHEDULE 2 : SALARIES AND ALLOWANCES



SCHEDULE 2 : SALARIES AND ALLOWANCES

**2. Salaries for MHO's**

2.1 **The rates of pay of Employees within the below classifications will increase over the life of the Agreement as follows:**

- (a) From the FFPPOA 1 July 2021 – 2%
- (b) From the FFPPOA 1 July 2022 – 2%
- (c) From the FFPPOA 1 July 2023 – 2%
- (d) From the FFPPOA 1 July 2024 – 2%

2.2 The calculation of the above percentages and the table below shall be made to the nearest 10 cents with any amount in the result below 5 cents to be disregarded.

<b>Current Classification</b>	<b>Previous Weekly Rate</b>	<b>FPPOA 1 July 2021*</b>	<b>FFPPOA 1 July 2022*</b>	<b>FFPPOA 1 July 2023*</b>	<b>FFPPOA 1 July 2024*</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
MHO LEVEL 1 YEAR 1	\$947.90	\$966.90	\$986.20	\$1,005.90	\$1,026.00
MHO LEVEL 1 YEAR 2	\$973.50	\$993.00	\$1,012.90	\$1,033.20	\$1,053.90
MHO LEVEL 1 YEAR 3	\$1,010.20	\$1,030.40	\$1,051.00	\$1,072.00	\$1,093.40
MHO LEVEL 1 YEAR 4	\$1,035.60	\$1,056.30	\$1,077.40	\$1,098.90	\$1,120.90
MHO LEVEL 1 YEAR 5	\$1,061.50	\$1,082.70	\$1,104.40	\$1,126.50	\$1,149.00
MHO LEVEL 1 YEAR 6	\$1,087.30	\$1,109.00	\$1,131.20	\$1,153.80	\$1,176.90
MHO LEVEL 1 YEAR 7	\$1,108.40	\$1,130.60	\$1,153.20	\$1,176.30	\$1,199.80
MHO LEVEL 1 YEAR 8	\$1,129.60	\$1,152.20	\$1,175.20	\$1,198.70	\$1,222.70
MHO LEVEL 2 YEAR 1	\$1,134.20	\$1,156.90	\$1,180.00	\$1,203.60	\$1,227.70
MHO LEVEL 2 YEAR 2	\$1,167.00	\$1,190.30	\$1,214.10	\$1,238.40	\$1,263.20

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

Current Classification	Previous Weekly Rate	FFPOA 1 July 2021*	FFPPOA 1 July 2022*	FFPPOA 1 July 2023*	FFPPOA 1 July 2024*
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
MHO LEVEL 2 YEAR 3	\$1,186.00	\$1,209.70	\$1,233.90	\$1,258.60	\$1,283.80
MHO LEVEL 2 YEAR 4	\$1,211.60	\$1,235.80	\$1,260.50	\$1,285.70	\$1,311.40
MHO LEVEL 2 YEAR 5	\$1,232.50	\$1,257.20	\$1,282.30	\$1,307.90	\$1,334.10
MHO LEVEL 3 YEAR 1	\$1,264.30	\$1,289.60	\$1,315.40	\$1,341.70	\$1,368.50
MHO LEVEL 3 YEAR 2	\$1,291.30	\$1,317.10	\$1,343.40	\$1,370.30	\$1,397.70
MHO LEVEL 3 YEAR 3	\$1,319.10	\$1,345.50	\$1,372.40	\$1,399.80	\$1,427.80
MHO LEVEL 3 YEAR 4	\$1,340.70	\$1,367.50	\$1,394.90	\$1,422.80	\$1,451.30

2.3 **Salaries for Mental Health Officers with Commuted Allowances**

2.4 The rates of pay of Employees within the below classifications will increase over the life of the Agreement in accordance with 2.6:

2.5 The calculation of the above percentages and the table below shall be made to the nearest 10 cents with any amount in the result below 5 cents to be disregarded.

2.6 **Mental Health Officers with Commuted Allowance Salaries**

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

Current Classification	Current Weekly Rate	Comm	FFPPOA 1 July 2021	Comm	FFPPOA 1 July 2022	Comm	FFPPOA 1 July 2023	Comm	FFPPOA 1 July 2024	Comm
Increase			2%		2%		2%		2%	
MHO LEVEL 1 YEAR 1	\$947.90	\$170.60	\$966.90	\$174.00	\$986.20	\$177.50	\$1,005.90	\$181.10	\$1,026.00	\$184.70
MHO LEVEL 1 YEAR 2	\$973.50	\$175.30	\$993.00	\$178.80	\$1,012.90	\$182.40	\$1,033.20	\$186.00	\$1,053.90	\$189.70
MHO LEVEL 1 YEAR 3	\$1,010.20	\$181.80	\$1,030.40	\$185.40	\$1,051.00	\$189.10	\$1,072.00	\$192.90	\$1,093.40	\$196.80
MHO LEVEL 1 YEAR 4	\$1,035.60	\$186.40	\$1,056.30	\$190.10	\$1,077.40	\$193.90	\$1,098.90	\$197.80	\$1,120.90	\$201.80
MHO LEVEL 1 YEAR 5	\$1,061.50	\$191.10	\$1,082.70	\$194.90	\$1,104.40	\$198.80	\$1,126.50	\$202.80	\$1,149.00	\$206.90
MHO LEVEL 1 YEAR 6	\$1,087.30	\$195.70	\$1,109.00	\$199.60	\$1,131.20	\$203.60	\$1,153.80	\$207.70	\$1,176.90	\$211.90
MHOLEVEL 1 YEAR 7	\$1,108.40	\$199.50	\$1,130.60	\$203.50	\$1,153.20	\$207.60	\$1,176.30	\$211.80	\$1,199.80	\$216.00
MHOLEVEL 1 YEAR 8	\$1,129.60	\$203.30	\$1,152.20	\$207.40	\$1,175.20	\$211.50	\$1,198.70	\$215.70	\$1,222.70	\$220.00
MHO LEVEL 2 YEAR 1	\$1,134.20	\$204.20	\$1,156.90	\$208.30	\$1,180.00	\$212.50	\$1,203.60	\$216.80	\$1,227.70	\$221.10
MHO LEVEL 2 YEAR 2	\$1,167.00	\$210.10	\$1,190.30	\$214.30	\$1,214.10	\$218.60	\$1,238.40	\$223.00	\$1,263.20	\$227.50

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

Current Classification	Current Weekly Rate	Comm	FFPPOA 1 July 2021	Comm	FFPPOA 1 July 2022	Comm	FFPPOA 1 July 2023	Comm	FFPPOA 1 July 2024	Comm
<b>Increase</b>			<b>2%</b>		<b>2%</b>		<b>2%</b>		<b>2%</b>	
MHO LEVEL 2 YEAR 3	\$1,186.00	\$213.50	\$1,209.70	\$217.80	\$1,233.90	\$222.20	\$1,258.60	\$226.60	\$1,283.80	\$231.10
MHO LEVEL 2 YEAR 4	\$1,211.60	\$218.10	\$1,235.80	\$222.50	\$1,260.50	\$227.00	\$1,285.70	\$231.50	\$1,311.40	\$236.10
MHO LEVEL 2 YEAR 5	\$1,232.50	\$221.90	\$1,257.20	\$226.30	\$1,282.30	\$230.80	\$1,307.90	\$235.40	\$1,334.10	\$240.10
MHO LEVEL 3 YEAR 1	\$1,264.30	\$227.60	\$1,289.60	\$232.20	\$1,315.40	\$236.80	\$1,341.70	\$241.50	\$1,368.50	\$246.30
MHO LEVEL 3 YEAR 2	\$1,291.30	\$232.40	\$1,317.10	\$237.00	\$1,343.40	\$241.70	\$1,370.30	\$246.50	\$1,397.70	\$251.40
MHO LEVEL 3 YEAR 3	\$1,319.10	\$237.40	\$1,345.50	\$242.10	\$1,372.40	\$246.90	\$1,399.80	\$251.80	\$1,427.80	\$256.80
MHO LEVEL 3 YEAR 4	\$1,340.70	\$241.30	\$1,367.50	\$246.10	\$1,394.90	\$251.00	\$1,422.80	\$256.00	\$1,451.30	\$261.10

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

2.7 **Allowances – RPNs and PENs**

- (a) Excepting vehicle, uniform, laundry, telephone, change of shift and meal allowances, allowances will be calculated to the nearest 10 cents with any amount in the result not exceeding 5 cents to be disregarded.
- (b) Any Change of shift allowance payable will be calculated to the nearest 5 cents.

	Current	FFPPOA 1 July 21	FFPPOA 1 July 22	FFPPOA 1 July 23	FFPPOA 1 July 24
<b>Shift</b>					
<b>Morning shift</b>	\$33.10	\$34.10	\$35.10	\$36.20	\$36.70
<b>Afternoon Shift</b>	\$33.10	\$34.10	\$35.10	\$36.20	\$36.70
<b>Night Shift</b>	\$79.00	\$81.40	\$83.80	\$86.30	\$87.60
<b>Sunday Night Shift (from 1 July 2024)</b>					\$154.60
<b>Change of Roster</b>					
<b>Change of roster (8-14 days)</b>	\$33.06	\$34.00	\$35.10	\$36.10	\$36.70
<b>Change of roster (7 days)</b>	\$66.10	\$68.10	\$70.10	\$72.20	\$73.30
<b>On Call</b>					
<b>Non-CATT</b>	\$63.40	\$65.30	\$67.30	\$69.30	\$70.30
<b>CATT</b>	\$147.40	\$151.80	\$156.40	\$161.10	\$163.50

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

	Current	FFPPOA 1 July 21	FFPPOA 1 July 22	FFPPOA 1 July 23	FFPPOA 1 July 24
<b>Uniform</b>					
<b>Daily</b>	\$1.76	\$1.81	\$1.87	\$1.92	\$1.95
<b>Weekly</b>	\$8.67	\$8.93	\$9.20	\$9.47	\$9.62
<b>Laundry</b>					
<b>Daily</b>	\$0.46	\$0.47	\$0.49	\$0.50	\$0.51
<b>Weekly</b>	\$2.35	\$2.42	\$2.49	\$2.57	\$2.61
<b>Meal</b>					
<b>Allowance A</b>	\$13.10	\$13.49	\$13.90	\$14.31	\$14.53
<b>Allowance B</b>	\$10.40	\$10.71	\$11.03	\$11.36	\$11.53
<b>Maximum Leave Loading</b>					
<b>Weekly Salary Exceeds</b>	\$2218.70	\$2,285.26	\$2,353.82	\$2,424.43	\$2,460.80
<b>Maximum Loading Amount</b>	\$1553.10	\$1,599.69	\$1,647.68	\$1,697.11	\$1,722.57

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

	Current	FFPPOA 1 July 21	FFPPOA 1 July 22	FFPPOA 1 July 23	FFPPOA 1 July 24
<b>Telephone Allowance</b>	\$17.80	\$18.33	\$18.88	\$19.45	\$19.74
<b>Change of Shift for Eligible Employees</b>					
<b>PEN</b>	\$41.90	\$43.16	\$44.45	\$45.79	\$46.47
<b>Qualification Allowance</b>					
<b>RPN</b>					
<b>Hospital/Grad Certificate</b>	\$52.89	\$54.50	\$56.10	\$57.80	\$58.70
<b>Post Grad Dip or Degree</b>	\$85.94	\$88.50	\$91.20	\$93.90	\$95.30
<b>Masters</b>	\$99.17	\$102.10	\$105.20	\$108.40	\$110.00
<b>Phd</b>	\$132.22	\$136.20	\$140.30	\$144.50	\$146.70
<b>PEN</b>					
<b>Level 1</b>					

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

	Current	FFPPOA 1 July 21	FFPPOA 1 July 22	FFPPOA 1 July 23	FFPPOA 1 July 24
<b>6 month course</b>	\$48.10	\$49.50	\$51.00	\$52.60	\$53.30
<b>12 month course</b>	\$90.10	\$92.80	\$96.00	\$98.40	\$100.00
<b>Level 2</b>					
<b>6 month course</b>	\$49.60	\$52.10	\$52.60	\$54.20	\$55.00
<b>12 month course</b>	\$93.00	\$95.80	\$98.70	\$101.70	\$103.20
<b>Level 3</b>					
<b>6 month course</b>	\$49.60	\$51.10	\$52.60	\$54.20	\$55.00
<b>12 month course</b>	\$93.00	\$95.80	\$98.70	\$101.70	\$103.20

2.8 **Allowances – MHOs**

- (a) Excepting vehicle, uniform, laundry, telephone, change of shift and meal allowances, allowances will be calculated to the nearest 10 cents with any amount in the result not exceeding 5 cents to be disregarded.
- (b) Any Change of shift allowance payable will be calculated to the nearest 5 cents.

	Current	FFPPOA 1 July 21	FFPPOA 1 July 22	FFPPOA 1 July 23	FFPPOA 1 July 24
<b>Shift</b>					
<b>Morning shift</b>	\$33.10	\$33.80	\$34.40	\$35.10	\$35.80
<b>Afternoon Shift</b>	\$33.10	\$33.80	\$34.40	\$35.10	\$35.80
<b>Night Shift</b>	\$79.00	\$80.60	\$82.20	\$83.80	\$85.50



SCHEDULE 2 : SALARIES AND ALLOWANCES

	Current	FFPPOA 1 July 21	FFPPOA 1 July 22	FFPPOA 1 July 23	FFPPOA 1 July 24
<b>Night Shift (from FFPPOA 1 July 2024)</b>					\$154.60
<b>Change of Roster</b>					
<b>Change of roster (8-14 days)</b>	\$33.06	\$34.00	\$35.10	\$36.10	\$36.70
<b>Change of roster (7 days)</b>	\$66.11	\$68.10	\$70.10	\$72.20	\$73.30
<b>On Call</b>					
<b>Non-CATT</b>	\$63.40	\$64.70	\$66.00	\$67.30	\$68.60
<b>Uniform</b>					
<b>Daily</b>	\$1.76	\$1.80	\$1.83	\$1.87	\$1.91
<b>Weekly</b>	\$8.67	\$8.84	\$9.02	\$9.20	\$9.38
<b>Laundry</b>					
<b>Daily</b>	\$0.46	\$0.47	\$0.48	\$0.49	\$0.50
<b>Weekly</b>	\$2.35	\$2.40	\$2.44	\$2.49	\$2.54

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

	<b>Current</b>	<b>FFPPOA 1 July 21</b>	<b>FFPPOA 1 July 22</b>	<b>FFPPOA 1 July 23</b>	<b>FFPPOA 1 July 24</b>
<b>Meal</b>					
<b>Allowance A</b>	\$13.10	\$13.36	\$13.63	\$13.90	\$14.18
<b>Allowance B</b>	\$10.40	\$10.61	\$10.82	\$11.04	\$11.26
<b>Maximum Leave Loading</b>					
<b>Weekly Salary Exceeds</b>	\$2,218.70	\$2,263.07	\$2,308.34	\$2,354.50	\$2,401.59
<b>Maximum Loading Amount</b>	\$1,553.10	\$1,584.16	\$1,615.85	\$1,648.16	\$1,681.13
<b>Telephone Allowance</b>	\$17.80	\$18.16	\$18.52	\$18.89	\$19.27
<b>Change of Shift for Eligible Employees</b>	\$37.90	\$38.66	\$39.43	\$40.22	\$41.02

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

**3. Mental Health Professionals Classifications – UG1**

*The following apply to UG1 classifications (Art Therapists, Health Information Managers, Music Therapy, Occupational Therapy, Physiotherapy, Play Therapist, Recreation Therapy, Social Work, Speech Pathology).*

3.1 The rates of pay of Employees within the below classifications will increase over the life of the Agreement as follows:

- (a) From the FFPPOA 1 July 2021 – 2%
- (b) From the FFPPOA 1 July 2022 – 2%
- (c) From the FFPPOA 1 July 2023 – 2%
- (d) From the FFPPOA 1 July 2024 – 2%

3.2 The calculation of the above percentages and the tables below shall be made to the nearest 10 cents with any amount in the result below 5 cents to be disregarded.

<b>Current Classification</b>	<b>Current Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
GRADE 1 YEAR 1	\$1,150.70	\$1,173.70	\$1,197.20	\$1,221.10	\$1,245.50
GRADE 1 YEAR 2	\$1,223.50	\$1,248.00	\$1,273.00	\$1,298.50	\$1,324.50
GRADE 1 YEAR 3	\$1,285.60	\$1,311.30	\$1,337.50	\$1,364.30	\$1,391.60
GRADE 1 YEAR 4	\$1,364.30	\$1,391.60	\$1,419.40	\$1,447.80	\$1,476.80
GRADE 1 YEAR 5	\$1,423.60	\$1,452.10	\$1,481.10	\$1,510.70	\$1,540.90
GRADE 1 YEAR 6	\$1,488.50	\$1,518.30	\$1,548.70	\$1,579.70	\$1,611.30
GRADE 1 YEAR 7	\$1,563.20	\$1,594.50	\$1,626.40	\$1,658.90	\$1,692.10

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Current Classification</b>	<b>Current Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
GRADE 2 YEAR 1	\$1,564.00	\$1595.30	\$1,627.20	\$1,659.70	\$1,692.90
GRADE 2 YEAR 2	\$1,635.80	\$1668.50	\$1,701.90	\$1,735.90	\$1,770.60
GRADE 2 YEAR 3	\$1,736.30	\$1,771.00	\$1,806.40	\$1,842.50	\$1,879.40
GRADE 2 YEAR 4	\$1,797.90	\$1,833.90	\$1,870.60	\$1,908.00	\$1,946.20
GRADE 3 YEAR 1*	\$1,805.00	\$1,841.10	\$1,877.90	\$1,915.50	\$1,953.80
GRADE 3 YEAR 2*	\$1,868.40	\$1,905.80	\$1,943.90	\$1,982.80	\$2,022.50
GRADE 3 YEAR 3*	\$1,918.40	\$1,956.80	\$1,995.90	\$2,035.80	\$2,076.50
GRADE 3 YEAR 4*	\$2,062.20	\$2,103.40	\$2,145.50	\$2,188.40	\$2,232.20
GRADE 4/CLINICAL EDUCATOR*	\$2,280.90	\$2,326.50	\$2,373.00	\$2,420.50	\$2,468.90
GRADE 4 YEAR 1	\$2,185.40	\$2,229.10	\$2,273.70	\$2,319.20	\$2,365.60
GRADE 4 YEAR 2	\$2,259.00	\$2,304.20	\$2,350.30	\$2,397.30	\$2,445.20
GRADE 4 YEAR 3	\$2,333.20	\$2,379.90	\$2,427.50	\$2,476.10	\$2,525.60

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Current Classification</b>	<b>Current Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
GRADE 4 YEAR 4	\$2,407.90	\$2,456.10	\$2,505.20	\$2,555.30	\$2,606.40
DEP CHIEF Year 1	\$1,805.00	\$1,841.10	\$1,877.90	\$1,915.50	\$1,953.80
DEP CHIEF Year 2	\$1,868.40	\$1,905.80	\$1,943.90	\$1,982.80	\$2,022.50
DEP CHIEF Year 3	\$1,918.30	\$1,956.70	\$1,995.80	\$2,035.70	\$2,076.40
CHIEF GRADE 1 YEAR 1	\$1,805.00	\$1,841.10	\$1,877.90	\$1,915.50	\$1,953.80
CHIEF GRADE 1 YEAR 2	\$1,868.40	\$1,905.80	\$1,943.90	\$1,982.80	\$2,022.50
CHIEF GRADE 1 YEAR 3	\$1,918.30	\$1,956.70	\$1,995.80	\$2,035.70	\$2,076.40
CHIEF GRADE 2 YEAR 1	\$2,024.40	\$2,064.90	\$2,106.20	\$2,148.30	\$2,191.30
CHIEF GRADE 2 YEAR 2	\$2,116.00	\$2,158.30	\$2,201.50	\$2,245.50	\$2,290.40
CHIEF GRADE 3	\$2,280.90	\$2,326.50	\$2,373.00	\$2,420.50	\$2,468.90

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

Current Classification	Current Weekly Rate	FPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
CHIEF GRADE 4	\$2,462.80	\$2,512.10	\$2,562.30	\$2,613.50	\$2,665.80
CHIEF GRADE 5	\$2,717.00	\$2,771.30	\$2,826.70	\$2,883.20	\$2,940.90

**4. Mental Health Professionals Classifications– Other (Child Psychotherapists, Welfare Workers, Youth Workers, Lived Experience Workers)**

*The following apply to non UG1 classifications within Section 3 of the Agreement.*

4.1 The rates of pay of Employees within the below classifications will increase over the life of the Agreement as follows:

- (a) From the FFPPOA 1 July 2021 – 2%
- (b) From the FFPPOA 1 July 2022 – 2%
- (c) From the FFPPOA 1 July 2023 – 2%
- (d) From the FFPPOA 1 July 2024 – 2%

4.2 The calculation of the above percentages and the tables below shall be made to the nearest 10 cents with any amount in the result below 5 cents to be disregarded.

**4.3 Child Psychotherapists salaries**

Current Classification	Previous Weekly Rate	FPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
LEVEL 1 YEAR 1	\$1,139.10	\$1,161.90	\$1,185.10	\$1,208.80	\$1,233.00

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Current Classification</b>	<b>Previous Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
LEVEL 1 YEAR 2	\$1,188.90	\$1,212.70	\$1,237.00	\$1,261.70	\$1,286.90
LEVEL 1 YEAR 3	\$1,249.20	\$1,274.20	\$1,299.70	\$1,325.70	\$1,352.20
LEVEL 1 YEAR 4	\$1,306.30	\$1,332.40	\$1,359.00	\$1,386.20	\$1,414.00
LEVEL 1 YEAR 5	\$1,367.10	\$1,394.40	\$1,422.30	\$1,450.70	\$1,479.80
LEVEL 1 YEAR 6	\$1,424.50	\$1,453.00	\$1,482.10	\$1,511.70	\$1,541.90
LEVEL 1 YEAR 7	\$1,531.00	\$1,561.60	\$1,592.80	\$1,624.70	\$1,657.20
LEVEL 2 YEAR 1	\$1,584.60	\$1,616.30	\$1,648.60	\$1,681.60	\$1,715.20
LEVEL 2 YEAR 2	\$1,605.00	\$1,637.10	\$1,669.80	\$1,703.20	\$1,737.30
LEVEL 2 YEAR 3	\$1,673.40	\$1,706.90	\$1,741.00	\$1,775.80	\$1,811.30
LEVEL 2 YEAR 4	\$1,762.20	\$1,797.40	\$1,833.30	\$1,870.00	\$1,907.50
LEVEL 3 YEAR 1	\$1,817.00	\$1,853.30	\$1,890.40	\$1,928.20	\$1,966.80
LEVEL 3 YEAR 2	\$1,883.60	\$1,921.30	\$1,959.70	\$1,998.90	\$2,038.90
LEVEL 3 YEAR 3	\$1,989.90	\$2,029.70	\$2,070.30	\$2,111.70	\$2,153.90

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Current Classification</b>	<b>Previous Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
LEVEL 4 YEAR 1	\$2,028.90	\$2,069.50	\$2,110.90	\$2,153.10	\$2,196.20
LEVEL 4 YEAR 2	\$2,103.50	\$2,145.60	\$2,188.50	\$2,232.30	\$2,276.90
LEVEL 4 YEAR 3	\$2,202.90	\$2,247.00	\$2,291.90	\$2,337.70	\$2,384.50

4.4 **Community Development Workers salaries**

<b>Current Classification</b>	<b>Previous Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
COMM DEV WKR CL 1 YR 1	\$1,089.20	\$1,111.00	\$1,133.20	\$1,155.90	\$1,179.00
COMM DEV WKR CL 1 YR 2	\$1,132.40	\$1,155.00	\$1,178.10	\$1,201.70	\$1,225.70
COMM DEV WKR CL 1 YR 3	\$1,175.60	\$1,199.10	\$1,223.10	\$1,247.60	\$1,272.60
COMM DEV WKR CL 1 YR 4	\$1,256.60	\$1,281.70	\$1,307.30	\$1,333.40	\$1,360.10
COMM DEV WKR CL 2A YR 1	\$1,170.50	\$1,193.90	\$1,217.80	\$1,242.20	\$1,267.00

SCHEDULE 2 : SALARIES AND ALLOWANCES



SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Current Classification</b>	<b>Previous Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
COMM DEV WKR CL 2A YR 2	\$1,175.60	\$1,199.10	\$1,223.10	\$1,247.60	\$1,272.60
COMM DEV WKR CL 2A YR 3	\$1,219.00	\$1,243.40	\$1,268.30	\$1,293.70	\$1,319.60
COMM DEV WKR CL 2A YR 4	\$1,262.80	\$1,288.10	\$1,313.90	\$1,340.20	\$1,367.00
COMM DEV WKR CL 2A YR 5	\$1,310.60	\$1,336.80	\$1,363.50	\$1,390.80	\$1,418.60
COMM DEV WKR CL 2A YR 6	\$1,356.40	\$1,383.50	\$1,411.20	\$1,439.40	\$1,468.20
COMM DEV WKR CL 2A YR 7	\$1,376.00	\$1,403.50	\$1,431.60	\$1,460.20	\$1,489.40
COMM DEV WKR CL 2A YR 8	\$1,446.20	\$1,475.10	\$1,504.60	\$1,534.70	\$1,565.40
COMM DEV WKR CL 2A YR 9	\$1,492.00	\$1,521.80	\$1,552.20	\$1,583.20	\$1,614.90
COMM DEV WKR CL 2A YR 10	\$1,537.80	\$1,568.60	\$1,600.00	\$1,632.00	\$1,664.60
COMM DEV WKR CL 2B YR 1	\$1,446.20	\$1,475.10	\$1,504.60	\$1,534.70	\$1,565.40

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Current Classification</b>	<b>Previous Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
COMM DEV WKR CL 2B YR 2	\$1,492.00	\$1,521.80	\$1,552.20	\$1,583.20	\$1,614.90
COMM DEV WKR CL 2B YR 3	\$1,537.80	\$1,568.60	\$1,600.00	\$1,632.00	\$1,664.60
COMM DEV WKR CL 2B YR 4	\$1,584.00	\$1,615.70	\$1,648.00	\$1,681.00	\$1,714.60
COMM DEV WKR CL 2B YR 5	\$1,627.60	\$1,660.20	\$1,693.40	\$1,727.30	\$1,761.80
COMM DEV WKR CL 2B YR 6	\$1,675.40	\$1,708.90	\$1,743.10	\$1,778.00	\$1,813.60
COMM DEV WKR CL 3 YR 1	\$1,584.00	\$1,615.70	\$1,648.00	\$1,681.00	\$1,714.60
COMM DEV WKR CL 3 YR 2	\$1,627.60	\$1,660.20	\$1,693.40	\$1,727.30	\$1,761.80
COMM DEV WKR CL 3 YR 3	\$1,675.40	\$1,708.90	\$1,743.10	\$1,778.00	\$1,813.60
COMM DEV WKR CL3 YR 4	\$1,736.90	\$1,771.60	\$1,807.00	\$1,843.10	\$1,880.00

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

4.5 **Welfare Workers salaries**

Current Classification	Current Weekly Rate	FPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
WELFARE WORKER CLASS 1 YEAR 1	\$1,003.80	\$1,023.90	\$1,044.40	\$1,065.30	\$1,086.60
WELFARE WORKER CLASS 1 YEAR 2	\$1,057.80	\$1,079.00	\$1,100.60	\$1,122.60	\$1,145.10
WELFARE WORKER CLASS 1 YEAR 3	\$1,081.00	\$1,102.60	\$1,124.70	\$1,147.20	\$1,170.10
WELFARE WORKER CLASS 1 YEAR 4	\$1,120.10	\$1,142.50	\$1,165.40	\$1,188.70	\$1,212.50
WELFARE WORKER CLASS 1 YEAR 5	\$1,150.70	\$1,173.70	\$1,197.20	\$1,221.10	\$1,245.60
WELFARE WORKER CLASS 1 YEAR 6	\$1,194.10	\$1,218.00	\$1,242.40	\$1,267.20	\$1,292.50
WELFARE WORKER CLASS 1 YEAR 7	\$1,265.60	\$1,290.90	\$1,316.70	\$1,343.00	\$1,369.90
WELFARE WORKER CLASS 2 YEAR 1	\$1,150.70	\$1,173.70	\$1,197.20	\$1,221.10	\$1,245.50
WELFARE WORKER CLASS 2 YEAR 2	\$1,194.10	\$1,218.00	\$1,242.40	\$1,267.20	\$1,292.50
WELFARE WORKER CLASS 2 YEAR 3	\$1,226.80	\$1,251.30	\$1,276.30	\$1,301.80	\$1,327.80

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

Current Classification	Current Weekly Rate	FPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
WELFARE WORKER CLASS 2 YEAR 4	\$1,288.30	\$1,314.10	\$1,340.40	\$1,367.20	\$1,394.50
WELFARE WORKER CLASS 3 YEAR 1	\$1,269.80	\$1,295.20	\$1,321.10	\$1,347.50	\$1,374.50
WELFARE WORKER CLASS 3 YEAR 2	\$1,312.50	\$1,338.80	\$1,365.60	\$1,392.90	\$1,420.80
WELFARE WORKER CLASS 3 YEAR 3	\$1,386.10	\$1,413.80	\$1,442.10	\$1,470.90	\$1,500.30
WELFARE WORKER CLASS 4 YEAR 1	\$1,382.40	\$1,410.00	\$1,438.20	\$1,467.00	\$1,496.30
WELFARE WORKER CLASS 4 YEAR 2	\$1,421.80	\$1,450.20	\$1,479.20	\$1,508.80	\$1,539.00
WELFARE WORKER CLASS 4 YEAR 3	\$1,477.30	\$1,506.80	\$1,536.90	\$1,567.60	\$1,599.00

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

4.6 **Youth Workers salaries**

Current Classification	Current Weekly Rate	FPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
YOUTH WORKER CLASS 1 YEAR 1	\$1,054.60	\$1,075.70	\$1,097.20	\$1,119.10	\$1,141.50
YOUTH WORKER CLASS 1 YEAR 2	\$1,111.90	\$1,134.10	\$1,156.80	\$1,179.90	\$1,203.50
YOUTH WORKER CLASS 1 YEAR 3	\$1,136.10	\$1,158.80	\$1,182.00	\$1,205.60	\$1,229.70
YOUTH WORKER CLASS 1 YEAR 4	\$1,177.70	\$1,201.30	\$1,225.30	\$1,249.80	\$1,274.80
YOUTH WORKER CLASS 1 YEAR 5	\$1,210.10	\$1,234.30	\$1,259.00	\$1,284.20	\$1,309.90
YOUTH WORKER CLASS 1 YEAR 6	\$1,256.20	\$1,281.30	\$1,306.90	\$1,333.00	\$1,359.70
YOUTH WORKER CLASS 1 YEAR 7	\$1,340.40	\$1,367.20	\$1,394.50	\$1,422.40	\$1,450.80
YOUTH WORKER CLASS 2 YEAR 1	\$1,210.10	\$1,234.30	\$1,259.00	\$1,284.20	\$1,309.90
YOUTH WORKER CLASS 2 YEAR 2	\$1,256.20	\$1,281.30	\$1,306.90	\$1,333.00	\$1,359.70
YOUTH WORKER CLASS 2 YEAR 3	\$1,301.60	\$1,327.60	\$1,354.20	\$1,381.30	\$1,408.90

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Current Classification</b>	<b>Current Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
YOUTH WORKER CLASS 2 YEAR 4	\$1,366.10	\$1,393.40	\$1,421.30	\$1,449.70	\$1,478.70
YOUTH WORKER CLASS 3 YEAR 1	\$1,347.50	\$1,374.50	\$1,402.00	\$1,430.00	\$1,458.60
YOUTH WORKER CLASS 3 YEAR 2	\$1,393.40	\$1,421.30	\$1,449.70	\$1,478.70	\$1,508.30
YOUTH WORKER CLASS 3 YEAR 3	\$1,469.40	\$1,498.80	\$1,528.80	\$1,559.40	\$1,590.60
YOUTH WORKER CLASS 4 YEAR 1	\$1,468.10	\$1,497.50	\$1,527.50	\$1,558.10	\$1,589.30
YOUTH WORKER CLASS 4 YEAR 2	\$1,510.00	\$1,540.20	\$1,571.00	\$1,602.40	\$1,634.40
YOUTH WORKER CLASS 4 YEAR 3	\$1,568.30	\$1,599.70	\$1,631.70	\$1,664.30	\$1,697.60

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

4.7 **Lived Experience Workforces salaries**

<b>Current Classification</b>	<b>Restructured Scale</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Level 1 Year 1	\$1,103.00	\$1,125.10	\$1,147.60	\$1,170.50	\$1,193.90
Level 1 Year 2	\$1,132.80	\$1,155.50	\$1,178.60	\$1,202.10	\$1,226.20
Level 1 Year 3	\$1,150.10	\$1,173.10	\$1,196.60	\$1,220.50	\$1,244.90
Level 1 Year 4	\$1,173.60	\$1,197.10	\$1,221.00	\$1,245.40	\$1,270.30
Level 1 Year 5	\$1,193.60	\$1,217.50	\$1,241.80	\$1,266.70	\$1,292.00
Level 2 Year 1	\$1,223.60	\$1,248.10	\$1,273.00	\$1,298.50	\$1,324.50
Level 2 Year 2	\$1,249.80	\$1,274.80	\$1,300.30	\$1,326.30	\$1,352.80
Level 2 Year 3	\$1,277.40	\$1,302.90	\$1,329.00	\$1,355.60	\$1,382.70
Level 2 Year 4	\$1,298.10	\$1,324.10	\$1,350.60	\$1,377.60	\$1,405.20
Level 3 Year 1	\$1,351.80	\$1,378.80	\$1,406.40	\$1,434.50	\$1,463.20
Level 3 Year 2	\$1,392.80	\$1,420.70	\$1,449.10	\$1,478.10	\$1,507.70
Level 3 Year 3	\$1,434.60	\$1,463.30	\$1,492.60	\$1,522.50	\$1,552.80
Level 3 Year 4	\$1,477.60	\$1,507.20	\$1,537.30	\$1,568.00	\$1,599.40

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Current Classification</b>	<b>Restructured Scale</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Level 4 Year 1	\$1,521.90	\$1,552.30	\$1,583.30	\$1,615.00	\$1,647.30
Level 4 Year 2	\$1,567.60	\$1,599.00	\$1,631.00	\$1,663.60	\$1,696.90
Level 4 Year 3	\$1,614.60	\$1,646.90	\$1,679.80	\$1,713.40	\$1,747.70
Level 4 Year 4	\$1,663.00	\$1,696.30	\$1,730.20	\$1,764.80	\$1,800.10
Level 5 Year 1	\$1,746.20	\$1,781.10	\$1,816.70	\$1,853.00	\$1,890.10
Level 5 Year 2	\$1,798.60	\$1,834.60	\$1,871.30	\$1,908.70	\$1,946.90
Level 6 Year 1	\$1,888.50	\$1,926.30	\$1,964.80	\$2,004.10	\$2,044.20
Level 6 Year 2	\$1,945.20	\$1,984.10	\$2,023.80	\$2,064.30	\$2,105.60

SCHEDULE 2 : SALARIES AND ALLOWANCES



4.8 **Aboriginal Health Worker Trainee salaries**

Current Classification	Current Weekly Rate	FFPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Aboriginal Health Worker Trainee Yr1		\$1,107.90	\$1,130.10	\$1,152.70	\$1,175.80
Aboriginal Health Worker Trainee Yr2		\$1,208.80	\$1,233.00	\$1,257.70	\$1,282.90
Aboriginal Health Worker Trainee Yr3		\$1,314.90	\$1,341.20	\$1,368.00	\$1,395.40

4.9 **Health Professionals Allowances**

- (a) Excepting vehicle, uniform, laundry, telephone, change of shift and meal allowances, allowances will be calculated to the nearest 10 cents with any amount in the result not exceeding 5 cents to be disregarded.
- (b) Any Change of shift allowance payable will be calculated to the nearest 5 cents.

	Current Rate	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Higher Qualification Allowance</b>					
<b>Post Grad Certificate</b>	\$51.40	\$52.40	\$53.50	\$54.50	\$55.60

SCHEDULE 2 : SALARIES AND ALLOWANCES

	Current Rate	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Post Grad Diploma</b>	\$83.60	\$85.30	\$87.00	\$88.70	\$90.50
<b>Masters</b>	\$96.40	\$98.30	\$100.30	\$102.30	\$104.30
<b>PHd</b>	\$128.60	\$131.20	\$133.80	\$136.50	\$139.20
<b>Oncall Allowance</b>					
<b>Weekday</b>	\$30.60	\$31.20	\$31.80	\$32.50	\$33.10
<b>Public Holiday</b>	\$61.20	\$62.40	\$63.70	\$65.00	\$66.20
<b>CATT on-call allowance</b>	\$146.20	\$149.10	\$152.10	\$155.10	\$158.20
<b>Sole Allowance</b>	\$57.50	\$58.60	\$59.80	\$61.00	\$62.20
<b>Shift Allowance</b>		4% of the rate applicable to the 1 <sup>st</sup> year of experience for that Employee			
<b>UG1 Classification</b>					
<b>Morning Shift</b>	\$28.80	\$29.40	\$30.00	\$30.60	\$31.20
<b>Afternoon Shift</b>	\$28.80	\$29.40	\$30.00	\$30.60	\$31.20
<b>Night Shift</b>	\$65.55	\$66.90	\$68.20	\$69.60	\$70.90

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

	<b>Current Rate</b>	<b>FFPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Permanent Night</b>	\$77.50	\$79.00	\$80.60	\$82.20	\$83.90
<b>Change of Shift</b>	\$46.05	\$47.00	\$47.90	\$48.90	\$49.80
<b>Child Psychotherapists</b>					
<b>Morning Shift</b>	\$28.50	\$29.10	\$29.60	\$30.20	\$30.80
<b>Afternoon Shift</b>	\$28.50	\$29.10	\$29.60	\$30.20	\$30.80
<b>Night Shift</b>	\$65.55	\$66.90	\$68.20	\$69.60	\$70.90
<b>Permanent Night</b>	\$77.50	\$79.00	\$80.60	\$82.20	\$83.90
<b>Change of Shift</b>	\$45.60	\$46.51	\$47.44	\$48.39	\$49.36
<b>Uniform Allowance</b>					
<b>Per Day</b>	\$1.80	\$1.84	\$1.87	\$1.91	\$1.95
<b>Per Week</b>	\$9.04	\$9.22	\$9.41	\$9.59	\$9.79
<b>Laundry Allowance</b>					
<b>Per Day</b>	\$0.43	\$0.44	\$0.45	\$0.46	\$0.47
<b>Per Week</b>	\$2.15	\$2.19	\$2.24	\$2.28	\$2.33

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

	<b>Current Rate</b>	<b>FFPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Maximum Leave Loading</b>					
<b>Weekly Salary Exceeds</b>	\$1,805.00	\$1,841.10	\$1,877.92	\$1,915.48	\$1,953.79
<b>Loading Amount</b>	\$1,263.50	\$1,288.77	\$1,314.55	\$1,340.84	\$1,367.65
<b>Meal allowance</b>	\$14.91	\$15.21	\$15.51	\$15.82	\$16.14

**5. Salaries for Psychologists**

5.1 The rates of pay of Psychologists within the below classifications will increase over the life of the Agreement as follows:

- (a) From the FFPPOA 1 July 2021 – 2%
- (b) From the FFPPOA 1 July 2022 – 2%
- (c) From the FFPPOA 1 July 2023 – 2%
- (d) From the FFPPOA 1 July 2024 – 2%

5.2 The calculation of the above percentages and the tables below shall be made to the nearest 10 cents with any amount in the result below 5 cents to be disregarded.

**5.3 Psychologists salaries**

<b>Current Classification</b>	<b>Current Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Psychologist GR1 YR1	\$1,110.90	\$1,133.10	\$1,155.80	\$1,178.90	\$1,202.50

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Current Classification</b>	<b>Current Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Psychologist GR1 YR2	\$1,165.70	\$1,189.00	\$1,212.80	\$1,237.10	\$1,261.80
Psychologist GR1 YR3	\$1,232.50	\$1,257.20	\$1,282.30	\$1,307.90	\$1,334.10
Psychologist GR1 YR4	\$1,327.00	\$1,353.50	\$1,380.60	\$1,408.20	\$1,436.40
Psychologist GR1 YR5	\$1,396.10	\$1,424.00	\$1,452.50	\$1,481.60	\$1,511.20
Psychologist GR1 YR6	\$1,460.40	\$1,489.60	\$1,519.40	\$1,549.80	\$1,580.80
Psychologist GR1 YR7	\$1,538.00	\$1,568.80	\$1,600.20	\$1,632.20	\$1,664.80
Psychologist GR1 YR8	\$1,615.30	\$1,655.80	\$1,689.00	\$1,722.70	\$1,757.20
Psychologist GR2 YR1	\$1,678.60	\$1,712.20	\$1,746.40	\$1,781.30	\$1,816.90
Psychologist GR2 YR2	\$1,728.50	\$1,763.10	\$1,798.40	\$1,834.40	\$1,871.10
Psychologist GR2 YR3	\$1,761.50	\$1,796.70	\$1,832.60	\$1,869.30	\$1,906.70
Psychologist GR2 YR4	\$1,889.90	\$1,937.30	\$1,976.10	\$2,015.60	\$2,055.90
Psychologist GR3 YR1	\$1,923.80	\$1,962.30	\$2,001.50	\$2,041.50	\$2,082.30
Psychologist GR3 YR2	\$1,999.00	\$2,039.00	\$2,079.80	\$2,121.40	\$2,163.80
Psychologist GR3 YR3	\$2,070.70	\$2,112.10	\$2,154.30	\$2,197.40	\$2,241.30

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

Current Classification	Current Weekly Rate	FPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Psychologist GR3 YR4	\$2,190.60	\$2,245.60	\$2,290.50	\$2,336.30	\$2,383.00
Psychologist GR4 YR1	\$2,190.60	\$2,234.40	\$2,279.10	\$2,324.70	\$2,371.20
Psychologist GR4 YR2	\$2,252.90	\$2,298.00	\$2,344.00	\$2,390.90	\$2,438.70
Psychologist GR4 YR3	\$2,357.10	\$2,404.20	\$2,452.30	\$2,501.30	\$2,551.30
Psychologist GR4 YR4	\$2,454.00	\$2,503.10	\$2,553.20	\$2,604.30	\$2,656.40
Psychologist GR4 YR5	\$2,622.00	\$2,687.80	\$2,741.60	\$2,796.40	\$2,852.30
Psychologist GR5	\$2,964.60	\$3,039.00	\$3,099.80	\$3,161.80	\$3,225.00
Psychologist GR6	\$3,315.00	\$3,398.20	\$3,466.20	\$3,535.50	\$3,606.20

5.4 **Psychologists Allowances**

- (a) Excepting vehicle, uniform, laundry, telephone, change of shift and meal allowances, allowances will be calculated to the nearest 10 cents with any amount in the result not exceeding 5 cents to be disregarded.
- (b) Any Change of shift allowance payable will be calculated to the nearest 5 cents.

SCHEDULE 2 : SALARIES AND ALLOWANCES

	Current Rate	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Higher Qualification Allowance</b>					
<b>Graduate Certificate</b>	\$49.30	\$50.30	\$51.30	\$52.30	\$53.40
<b>Graduate Diploma</b>	\$80.10	\$81.70	\$83.30	\$85.00	\$86.70
<b>MA, MSc, M Psych</b>	\$92.45	\$94.30	\$96.20	\$98.10	\$100.10
<b>Ph.D, D Sc</b>	\$123.25	\$125.70	\$128.20	\$130.80	\$133.40
<b>CATT on-call allowance</b>	\$146.90	\$149.80	\$152.80	\$155.90	\$159.00
<b>Non-CATT on-call allowance (Mon to Fri)</b>	\$30.30	\$30.90	\$31.50	\$32.20	\$32.80
<b>Non-CATT on-call allowance (weekends &amp; public holidays)</b>	\$60.65	\$61.90	\$63.10	\$64.40	\$65.60
<b>Shift work allowance</b>					
<b>Morning Shift</b>	\$28.80	\$51.90	\$53.00	\$54.00	\$55.10
<b>Afternoon Shift</b>	\$50.90	\$51.90	\$53.00	\$54.00	\$55.10
<b>Night Shift</b>	\$92.40	\$92.30	\$96.10	\$98.10	\$100.00
<b>Permanent Night</b>	\$92.40	\$92.30	\$96.10	\$98.10	\$100.00

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

	<b>Current Rate</b>	<b>FFPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Change of Shift</b>	\$66.55	\$67.90	\$69.20	\$70.60	\$72.00
<b>Uniform Allowance</b>					
<b>Per Day</b>	\$1.80	\$1.84	\$1.87	\$1.91	\$1.95
<b>Per Week</b>	\$9.04	\$9.22	\$9.41	\$9.59	\$9.79
<b>Laundry Allowance</b>					
<b>Per Day</b>	\$0.43	\$0.44	\$0.45	\$0.46	\$0.47
<b>Per Week</b>	\$2.15	\$2.19	\$2.24	\$2.28	\$2.33
<b>Maximum Leave Loading</b>					
<b>Weekly Salary Exceeds</b>	\$1,805.00	\$1,841.10	\$1,877.92	\$1,915.48	\$1,953.79
<b>Loading Amount</b>	\$1,263.50	\$1,288.77	\$1,314.55	\$1,340.84	\$1,367.65
<b>Meal allowance</b>	\$14.91	\$15.21	\$15.51	\$15.82	\$16.14

SCHEDULE 2 : SALARIES AND ALLOWANCES



SCHEDULE 2 : SALARIES AND ALLOWANCES

**6. Management and Administrative Officers**

**6.1 Management and Administrative Officers Classifications**

Does not apply to Management and Administrative Officers at the Royal Children’s Hospital.

6.2 The rates of pay of Employees within the below classifications will increase over the life of the Agreement as follows:

- (a) From the FFPPOA 1 July 2021 – 2%
- (b) From the FFPPOA 1 July 2022 – 2%
- (c) From the FFPPOA 1 July 2023 – 2%
- (d) From the FFPPOA 1 July 2024 – 2%

6.3 The calculation of the above percentages and the tables below shall be made to the nearest 10 cents with any amount in the result below 5 cents to be disregarded.

<b>Current Classification</b>	<b>Previous Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Grade 1A	\$1,004.40	\$1,024.50	\$1,045.00	\$1,065.90	\$1,087.20
Grade 1	\$1,123.90	\$1,146.40	\$1,169.30	\$1,192.70	\$1,216.60
Grade 2	\$1,284.00	\$1,309.70	\$1,335.90	\$1,362.60	\$1,389.90
Grade 3	\$1,431.70	\$1,460.30	\$1,489.50	\$1,519.30	\$1,549.70
Grade 4	\$1,608.80	\$1,641.00	\$1,673.80	\$1,707.30	\$1,741.40
Grade 5	\$1,785.70	\$1,821.40	\$1,857.80	\$1,895.00	\$1,932.90
Grade 6	\$1,962.80	\$2,002.10	\$2,042.10	\$2,082.90	\$2,124.60
Grade 7	\$2,169.40	\$2,212.80	\$2,257.10	\$2,302.20	\$2,348.20

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

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<b>Current Classification</b>	<b>Previous Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Grade 8	\$2,427.80	\$2,476.40	\$2,525.90	\$2,576.40	\$2,627.90
Grade 9	\$2,638.70	\$2,691.50	\$2,745.30	\$2,800.20	\$2,856.20
Grade 10	\$2,864.40	\$2,921.70	\$2,980.10	\$3,039.70	\$3,100.50

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SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

6.4 **Management and Administrative Officers Allowances**

- (a) Excepting vehicle, uniform, laundry, telephone, change of shift and meal allowances, allowances will be calculated to the nearest 10 cents with any amount in the result not exceeding 5 cents to be disregarded.
- (b) Any Change of shift allowance payable will be calculated to the nearest 5 cents.

Allowance Rate	Current Weekly Rate	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Shift Allowance</b>					
<b>Morning shift</b>	\$26.40	\$26.90	\$27.50	\$28.00	\$28.60
<b>Afternoon shift</b>	\$26.40	\$26.90	\$27.50	\$28.00	\$28.60
<b>Night shift</b>	\$45.00	\$45.90	\$46.80	\$47.70	\$48.70
<b>Permanent night shift</b>	\$56.20	\$57.30	\$58.50	\$59.60	\$60.80
<b>Change of shift</b>	\$45.00	\$45.90	\$46.82	\$47.75	\$48.71
<b>On Call – Mon to Fri</b>	\$20.70	\$21.10	\$21.50	\$22.00	\$22.40
<b>On Call – Public Holidays and all other times</b>	\$41.60	\$42.40	\$43.30	\$44.10	\$45.00
<b>Meal Allowance</b>					
<b>After 1 hour of shift</b>	\$10.70	\$10.91	\$11.13	\$11.35	\$11.58
<b>After 4 hours of shift</b>	\$8.70	\$8.87	\$9.05	\$9.23	\$9.42

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Allowance Rate</b>	<b>Current Weekly Rate</b>	<b>FFPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>After 5 hours on a Sat, Sun or RDO</b>	\$10.70	\$10.91	\$11.13	\$11.35	\$11.58
<b>After 9 hours on a Sat, Sun or RDO</b>	\$8.70	\$8.87	\$9.05	\$9.23	\$9.42
<b>Leave Loading Cap</b>					
<b>Leave Loading Cap (weekly salary exceeds)</b>	\$1,934.60	\$1,973.29	\$2,012.76	\$2,053.01	\$2,094.07
<b>Leave Loading Amount (on 4 weeks annual leave)</b>	\$1,354.20	\$1,381.28	\$1,408.91	\$1,437.09	\$1,465.83

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

**7. Allied Services Classifications**

7.1 The rates of pay of Employees within the below classifications will increase over the life of the Agreement as follows:

- (a) From the FFPPOA 1 July 2021 – 2%
- (b) From the FFPPOA 1 July 2022 – 2%
- (c) From the FFPPOA 1 July 2023 – 2%
- (d) From the FFPPOA 1 July 2024 – 2%

7.2 The calculation of the above percentages and the tables below shall be made to the nearest 10 cents with any amount in the result below 5 cents to be disregarded.

**7.3 Allied Services Staff**

Current Classification	Previous Weekly Rate	FPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Cook Employed Alone	\$950.60	\$969.60	\$989.00	\$1,008.80	\$1,029.00
Diet Cook	\$950.60	\$969.60	\$989.00	\$1,008.80	\$1,029.00
Dietary Supervisor	\$950.60	\$969.60	\$989.00	\$1,008.80	\$1,029.00
Food and Domestic Assistant	\$900.70	\$918.70	\$937.10	\$955.80	\$975.00
Food Monitor	\$960.30	\$979.50	\$999.10	\$1,019.10	\$1,039.50
Food Services Supervisor	\$1,160.00	\$1,183.20	\$1,206.90	\$1,231.00	\$1,255.60
Other Cook	\$900.70	\$918.70	\$937.10	\$955.80	\$975.00

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Current Classification</b>	<b>Previous Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
All other Employees	\$900.70	\$918.70	\$937.10	\$955.80	\$975.00
Gardener (Non-Trade)	\$930.50	\$949.10	\$968.10	\$987.50	\$1,007.20
Gardener Trade	\$1,012.60	\$1,032.90	\$1,053.50	\$1,074.60	\$1,096.10
General Services Supervisor	\$1,160.00	\$1,183.20	\$1,206.90	\$1,231.00	\$1,255.60
Handyperson (Unqualified)	\$900.70	\$918.70	\$937.10	\$955.80	\$975.00
Handyperson Advanced	\$1,054.60	\$1,075.70	\$1,097.20	\$1,119.20	\$1,141.50
Hospital Attendant	\$950.60	\$969.60	\$989.00	\$1,008.80	\$1,029.00
Housekeeper	\$930.50	\$949.10	\$968.10	\$987.50	\$1,007.20
Orderly/Cleaner	\$900.70	\$918.70	\$937.10	\$955.80	\$975.00
Security Officer Grade 1	\$984.10	\$1,003.80	\$1,023.90	\$1,044.30	\$1,065.20

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Current Classification</b>	<b>Previous Weekly Rate</b>	<b>FPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Increase</b>		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Security Officer Grade 2	\$1,012.60	\$1,032.90	\$1,053.50	\$1,074.60	\$1,096.10
Patient Services Assistant Level 1	\$950.60	\$969.60	\$989.00	\$1,008.80	\$1,029.00
Patient Services Assistant Level 2	\$980.60	\$1,000.20	\$1,020.20	\$1,040.60	\$1,061.40

SCHEDULE 2 : SALARIES AND ALLOWANCES

7.4 **Health and Allied Services Allowances**

- (a) Excepting vehicle, uniform, laundry, telephone, change of shift and meal allowances, allowances will be calculated to the nearest 10 cents with any amount in the result not exceeding 5 cents to be disregarded.
- (b) Any Change of shift allowance payable will be calculated to the nearest 5 cents.

Allowance Rate	Current Weekly Rate	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Experience Payments</b>					
<b>After 1 year's experience</b>	\$7.30	\$7.40	\$7.60	\$7.70	\$7.90
<b>After 2 years' experience</b>	\$14.40	\$14.70	\$15.00	\$15.30	\$15.60
<b>After 3 years' experience</b>	\$23.20	\$23.70	\$24.10	\$24.60	\$25.10
<b>After 4 years' experience</b>	\$24.60	\$25.10	\$25.60	\$26.10	\$26.60
<b>Shift Allowance</b>					
<b>Morning shift</b>	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00
<b>Afternoon shift</b>	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00
<b>Night shift</b>	\$60.70	\$61.90	\$63.10	\$64.40	\$65.70
<b>Permanent Night Shift</b>	\$69.60	\$71.00	\$72.40	\$73.90	\$75.30



SCHEDULE 2 : SALARIES AND ALLOWANCES

Allowance Rate	Current Weekly Rate	FFPPOA 1 July 2021	FFPPOA 1 July 2022	FFPPOA 1 July 2023	FFPPOA 1 July 2024
<b>Change of Shift</b>	\$38.40	\$39.17	\$39.95	\$40.75	\$41.57
<b>Change of Roster</b>	\$24.52	\$25.00	\$25.50	\$26.00	\$26.50
<b>On-Call Allowance</b>	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00
<b>Meal Allowance</b>					
<b>After 1 hour of Shift</b>	\$15.10	\$15.40	\$15.71	\$16.02	\$16.34
<b>After 4 hours of Shift</b>	\$12.10	\$12.34	\$12.59	\$12.84	\$13.10
<b>After 5 hours on a Sat, Sun or RDO</b>	\$15.10	\$15.40	\$15.71	\$16.02	\$16.34
<b>After 9 hours on a Sat, Sun or RDO</b>	\$12.10	\$12.34	\$12.59	\$12.84	\$13.10
<b>Uniform Allowance</b>					
<b>Amount per day</b>	\$2.04	\$2.08	\$2.12	\$2.16	\$2.21
<b>Amount per week</b>	\$10.31	\$10.52	\$10.73	\$10.94	\$11.16

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

<b>Allowance Rate</b>	<b>Current Weekly Rate</b>	<b>FFPPOA 1 July 2021</b>	<b>FFPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
<b>Laundry Allowance</b>					
<b>Amount per day</b>	\$0.50	\$0.51	\$0.52	\$0.53	\$0.54
<b>Amount per week</b>	\$2.43	\$2.48	\$2.53	\$2.58	\$2.63
<b>Interpreter Allowance</b>					
<b>NAATI Accreditation Level 2</b>					
<b>In their second year</b>	\$10.50	\$10.70	\$10.90	\$11.10	\$11.40
<b>In their third year</b>	\$36.60	\$37.30	\$38.10	\$38.80	\$39.60
<b>In their fourth year</b>	\$63.10	\$64.40	\$65.60	\$67.00	\$68.30
<b>NAATI Accreditation Level 1</b>					
<b>In their first year</b>	\$104	\$106.10	\$108.20	\$110.40	\$112.60
<b>In their second year</b>	\$132.10	\$134.70	\$137.40	\$140.10	\$142.90
<b>In their third year</b>	\$161.20	\$164.40	\$167.70	\$171.10	\$174.50
<b>In their fourth year</b>	\$191.30	\$195.10	\$199.03	\$203.01	\$207.07
<b>First Aid Allowance</b>	\$10.90	\$11.10	\$11.30	\$11.50	\$11.70

SCHEDULE 2 : SALARIES AND ALLOWANCES

SCHEDULE 2 : SALARIES AND ALLOWANCES

**SCHEDULE 2B: Transitional Pay codes**

<b>Current classification</b>	<b>Previous rate</b>	<b>FPPOA 1 July 2021</b>	<b>FPPOA 1 July 2022</b>	<b>FFPPOA 1 July 2023</b>	<b>FFPPOA 1 July 2024</b>
RPN GRADE 7 (Preserved) YEAR	\$3,483.60	\$3,588.10	\$3,695.70	\$3,806.60	\$3,863.70

<b>Current Classification</b>	<b>Current Weekly Rate</b>	<b>Comm</b>	<b>FFPPOA 1 July 2021</b>	<b>Comm</b>	<b>FFPPOA 1 July 2022</b>	<b>Comm</b>	<b>FFPPOA 1 July 2023</b>	<b>Comm</b>	<b>FFPPOA 1 July 2024</b>	<b>Comm</b>
<b>Increase</b>			<b>3%</b>		<b>3%</b>		<b>3%</b>		<b>3%</b>	
RPN GRADE 7 (Preserved)	\$3,458.40	\$622.50	\$3,562.20	\$641.20	\$3,669.00	\$660.40	\$3,779.10	\$680.20	\$3,892.50	\$700.60

## **SCHEDULE 3 : ROLE STATEMENT – MENTAL HEALTH CLINICAL EDUCATOR**

### **1.1 Background**

A State-wide 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 State-wide 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 inpatient 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.

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## **Role statement - Psychiatric Nurse Consultant RPN5**

### **1.6 Background**

A State-wide 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 State-wide 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.

### **1.7 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.

### **1.8 Scope**

The role will address psychiatric nurse education, training and development across the service.

### **1.9 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.

### **1.10 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.

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## **Role Statement - Senior psychiatric nurse RPN6/7**

### **1.11 Background**

A State-wide 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 State-wide Education Training and Development Reference Group has been established and is responsible for overseeing the implementation of a Professional Development Package.

### **1.12 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.

### **1.13 Scope**

The role will address psychiatric nurse education, training and development across the service.

### **1.14 Accountability**

The Senior Psychiatric Nurse reports to the Mental Health Service Manager.

### **1.15 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.

### SCHEDULE 3 : ROLE STATEMENT – MENTAL HEALTH CLINICAL EDUCATOR

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- (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 Employers (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, with implementation to occur from the next pay period.
  - (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:
    - (i) The Mental Health Program Director howsoever titled;
    - (ii) The Senior Psychiatric Nurse;
    - (iii) Nurse Unit Manager;
    - (iv) An RPN 2 PCNS or RPN 2 Advanced or other 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 99.13) 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 99.13; 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  
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1. **Classification definitions - UG1 definitions (alphabetical order)**

1.1 **Art Therapy**

(a) **Art Therapist Grade 1**

- (i) 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.
- (ii) An Employee at this Grade 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; and
- (iii) Is able to work with students.

(b) **Art Therapist Grade 2**

- (i) An Art Therapist Grade 2 is an Employee required to undertake additional duties/responsibilities to a Grade 1, for example:
- (ii) Supervising and training students
- (iii) Supervising staff including clinical supervision of Grade 1 Employees
- (iv) Performing work which requires special knowledge or depth of experience
- (v) Being required to take charge of a section of a department
- (vi) Holding an equivalent position at a smaller establishment such as a day hospital/centre, nursing home or community health centre.

1.2 **Music Therapy**

(a) **Music Therapist Grade 1 (Qualified)**

An Employee employed as such 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.

(b) **Music Therapist Grade 2**

A Music Therapist who is required to undertake additional responsibilities, for example:

- (i) teaching Music Therapy students;
- (ii) being required to take charge of a Music Therapy section of the therapy department; or

- (iii) holding an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

1.3 **Occupational Therapy**

(a) **Occupational Therapist Grade 1 (Qualified)**

An Employee employed as such 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.

(b) **Occupational Therapist Grade 2**

An Occupational Therapist who is required to undertake additional responsibilities, for example:

- (i) teaching Occupational Therapy students; or
- (ii) is required to take charge of a section of the Occupational Therapy Department; or
- (iii) holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

1.4 **Physiotherapy**

(a) **Physiotherapist Grade 1 (Qualified)**

An Employee employed as such holding a degree or Diploma approved by the Physiotherapy Registration Board of Victoria for registration.

(b) **Physiotherapist Grade 2**

A Physiotherapist who is required to undertake additional responsibilities, for example:

- (i) teaching Physiotherapy students; or
- (ii) perform work which requires special knowledge and depth of experience in any one or more of the following: neurosurgery, surgical thoracic, plastic surgery, cerebral palsy, traumatic spinal cord lesions; or
- (iii) is required to take charge of a section of the Physiotherapy Department; or
- (iv) holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

1.5 **Play Therapist**

(a) **Play Therapist Grade 1 (qualified)**

Any person who holds a Bachelor's degree in Early Childhood Studies, Bachelor of Teaching (Primary) or other Bachelor qualification as recognised by the Australasian Association of Hospital Play Therapists.

(b) **Play Therapist Grade 2**

A Play Therapist appointed to the grade with additional responsibilities, including:

- (i) supervising Play Therapy staff (qualified and/or unqualified);
- (ii) supervising/teaching of play therapist students;
- (iii) is in charge of a section of the Play Therapy Department, or holds an equivalent position at a small establishment, such as a day hospital/centre, nursing home or community health service;
- (iv) performs work which requires special knowledge and depth of experience;
- (v) client and group program supervision and/or evaluation;
- (vi) research/case studies;

1.6 **Recreation Therapy**

(a) **Recreation Therapist Grade 1 (Qualified)**

An Employee employed as such with a degree or equivalent in Recreation or Physical Education or equivalent.

(b) **Recreation Therapist Grade 2**

A Recreation Therapist required to undertake additional responsibilities, for example:

- (i) teaching Recreation Therapy students; or
- (ii) required to take charge of a recreation therapy section of the therapy department; or
- (iii) holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

1.7 **Social Work**

(a) **Social Worker Grade 1 (Qualified)**

An Employee employed as such whose qualifications make them eligible for membership of the Australian Association of Social Workers and who is formally employed as a Social Worker.

(b) **Social Worker Grade 2**

A Social Worker who is required to undertake additional responsibilities, for example:

- (i) teaching Social Work students; or
- (ii) is required to perform work which requires special knowledge and depth of experience in any one or more of the following:

SCHEDULE 5 : CLASSIFICATION DEFINITIONS APPLYING TO HEALTH PROFESSIONALS  
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- A. individual and family and/or group practice; or
- B. program development and management; or
- C. research evaluation;

(iii) is required to take charge of a section of the Social Work Department.

1.8 **Speech Pathology**

(a) **Speech Pathologist Grade 1 (Qualified)**

An Employee employed as such holding a Bachelor of Applied Science in Speech Pathology or an equivalent qualification as recognised by Speech Pathology Australia.

(b) **Speech Pathologist Grade 2**

A Speech Pathologist who is required to undertake additional responsibilities, for example:

- (i) supervising Speech Pathology students; or
- (ii) is required to take charge of a section of the Speech Pathology Department; or
- (iii) holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

1.9 **General Definitions**

(a) **Senior Clinician (Grade 3)**

An Art Therapist Physiotherapist, Occupational Therapist, Speech Pathologist, Social Worker, Music Therapist, and Recreation Therapist with at least 7 years' experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge as recognised by the Employer.

A Senior Clinician, Grade 3, may also be required to undertake administrative work and/or manage/supervise staff.

Parameters of this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching under graduates and/or post-graduate students and providing education to staff from other disciplines.

In addition to other descriptors, a Grade 3, Senior Clinician, however characterised in a community health or similar setting can manage multidisciplinary and/or discipline specific health professional staff and/or other staff.

(b) **Grade 4 Allied Health**

An Art Therapist, Physiotherapist, Occupational Therapist, Speech Pathologist or Social Worker with at least 10 years' postgraduate experience, who holds significant educational, administrative and managerial responsibilities as designated by the Employer and is at a supervisory level in one or more of the specific branches of the discipline which require extensive specialised

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knowledge and performance. Other responsibilities would include management of the department's clinical teaching, research program or quality assurance programme. This role may manage/supervise staff within a program and may report to a Chief/Director/Manager of Allied Health or similar, however characterised, as required by the organisation.

An Employer is not obliged to employ to the Grade 4 Allied Health classification unless the work described by this classification is required by the Employer to be undertaken by the Employee.

(c) **Allied Health Grade 4/Clinical Educator (Department of 25 or more)**

A Physiotherapist, Occupational Therapist, Speech Pathologist or Social Worker in a large or multi-campus department with at least 10 years' postgraduate experience, who is required to undertake significant educational, administrative and managerial responsibilities and is at a supervisory level in one or more of the specific branches of the discipline which require extensive specialised knowledge and performance. Other responsibilities would include management of the department's clinical teaching, research program or quality assurance programme. An Employer is not obliged to employ to the Grade 4 Allied Health/ Clinical Educator classification unless the work described by this classification is required by the Employer to be undertaken by the Employee.

(d) **All other Deputy Chief Positions**

An Employee qualified in the profession and required to assist and to deputise for the Chief where the Chief is classified at Grade 2 or higher.

(e) **All Other Chief Positions**

An Employee who is required to undertake responsibility for the organisation of the department and the supervision of staff and /or to manage a service wide program and who has responsibility for budgets, management of staff, clinical and service outcomes in the program, provision of professional leadership and guidance of staff.

An Employee classified in a Chief position may be responsible for a program across a number of sites or be responsible for a multi-disciplinary health professional structure across a number of sites or a large department / program for a single professional stream.

Full time professional in the Chief and Deputy classifications is the effective full time (i.e., divide the number of hours regularly worked by the health professionals that report to the Chief /Deputy and divide by 38 to derive the effective full time).

(f) **Chief Grade 1**

An Employee in charge of 1-5 full-time professionals and/or other Employees totalling at least 6 in number.

(g) **Chief Grade 2**

An Employee in charge of 6-14 full-time professionals and/or other Employees totalling at least 15 in number.

(h) **Chief Grade 3**

An Employee in charge of 15-24 full-time professionals and/or other Employees totalling at least 26 in number.

(i) **Chief Grade 4**

An Employee in charge of 25-39 full-time professionals and/or other Employees totalling at least 28 in number.

(j) **Chief Grade 5**

An Employee in charge of 40 and over full-time professionals and/or other Employees totalling at least 46 in number.

2. **Classification definitions - Other definitions**

2.1 **Child Psychotherapy**

An Employee employed as such with a relevant tertiary qualification and eligible for membership of the Victorian Child Psychotherapists Association Inc.

(a) **Level 1 - Child Psychotherapist**

(i) Holds a basic bachelor's degree in occupational therapy, Psychology or Social work and has at least two years post graduate clinical experience in a child mental health setting as a pre-requisite for acceptance into Psychotherapy training.

(ii) Is undertaking a recognised post-graduate study as a Psychotherapist.

(iii) Provides a clinical service under supervision. Provided further that an Employee classified at level 1 shall have their years of service recognised one, two or three years in advance if the Employee holds an Honours, Masters or Doctorate respectively.

(b) **Level 2 - Qualified Child Psychotherapist**

(i) Has completed a post-graduate course of study in Psychotherapy.

(ii) Provides a clinical service.

(c) **Level 3 - Senior Child Psychotherapist**

An Employee who is required to:

(i) provide a specialist clinical service;

(ii) teach and supervise Employees on a recognised Psychotherapy training program;

(iii) provide a Psychotherapy component to the Child and Family Psychiatry Department's Continuing Education Program;

(iv) accept responsibility for a clinical consultation service to professional staff within and external to the hospital.

(b) **Level 4 - Principal Child Psychotherapist**

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- (i) Holds a basic bachelor degree in an appropriate field.
- (ii) Has at least 5 - 6 years' clinical experience since completing a post-graduate course in Psychotherapy.
- (iii) Is expected to ensure and maintain the provision of a high professional standard of specialised psychotherapy service delivery.
- (iv) Is responsible and accountable for the administration of a psychotherapy unit within an organisation.
- (v) Is responsible for formulating and implementing policies for the psychotherapy discipline in consultation with the Professor/Director of the Department of Child and Family Psychiatry.
- (vi) Is responsible for the clinical supervision of qualified psychotherapy staff.
- (vii) Holds major training responsibilities in one or more of the Psychotherapy Training Schools.
- (viii) Is responsible for initiating and conducting relevant research.

2.2 **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**



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- (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 his/her 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.

(c) **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.

(d) **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

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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.
- (d) Provided that where an Employee under clause 107.5 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.
- (e) For the purposes of Schedule 5, clause 2.2, yearly increments are based on years of full-time practical experience or service or part-time equivalent service in the performance of welfare work.

### 2.3 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;

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- 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.

(a) **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.

(b) **Qualified Community Development Worker**

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- (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 2.3, 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'.

(c) **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).

(d) 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.

(e) **Community Development Worker Class II**

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- (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.

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- (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.

(f) **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 2.3, yearly increments are based on years of full-time practical experience or service or part-time equivalent in the performance of community development work.

2.4 **Health Information Management**

(a) **Health Information Manager Grade 1 (Qualified)**

An Employee employed as such who has passed examinations qualifying him/her for admission as a full graduate of the Health Information Management Association of Australia.

(b) **Health Information Manager Grade 2**

A Health Information Manager who is required to undertake additional responsibilities, for example:

- (i) responsibility for clinical trial/data management at recognised trials including national and international trials; or
- (ii) being required to take charge of a department where no other Health Information Manager is employed; or
- (iii) being required to perform work which requires special knowledge and depth of experience; or
- (iv) holding an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

(c) **Health Information Manager Grade 3**

A Health Information Manager with at least 7 years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance. Areas of specialty may include case mix analysis and clinical costing, specialised information technology software development and/or application, provision and/or supervision of services across a number of different (geographically or by service type) facilities, coordination of a Clinical Trials service and/or Quality Assurance project work.

Parameters for this position may include some of the following: consultative role, specialised project work, lecturing in their clinical speciality, teaching

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undergraduate and/or post graduate students, and providing supervision and education to other Health Information Managers and staff from other disciplines.

2.5 **Health Information Manager Chief Positions**

(a) **Chief HIM Grade 1**

An Employee in charge of 1-5 full time health information managers and/or other Employees totalling at least 6 in number.

(b) **Chief HIM Grade 2**

An Employee in charge of 6-14 full time health information managers and/or other Employees totalling at least 15 in number.

(c) **Chief HIM Grade 3**

An Employee in charge of 15-24 full time health information managers and/or other Employees totalling at least 26 in number.

(d) **Chief HIM Grade 4**

An Employee in charge of 25-39 full time health information managers and/or other Employees totalling at least 28 in number.

(e) **Chief HIM Grade 5**

An Employee in charge of 40 and over full time health information managers and/or other Employees totalling at least 46 in number.

2.6 **Youth Worker**

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

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

(a) **Qualified youth worker**

(i) An Employee engaged in youth work (as defined) who holds a Diploma in Youth Studies (however titled) or a related tertiary qualification which requires at least three years study at a university or college of advanced education with a major in the group dynamics and behavioural studies area.

- (ii) 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.

## 2.7 Lived Experience Worker classification structure

### (a) Overview

Lived Experience Workers 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 experience perspective of consumers and their carers.

Lived experience workers are a non- clinical, workforce and do not undertake clinical duties rather complement the clinical work of clinical staff. They use their lived experience in a number of capacities within the industry, that include, but are not limited to, 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. 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.

Lived Experience workers (including Peer Workers, Consumer Consultants, Carer Consultants howsoever titled) may have a range of work experience and qualifications and utilise the specialist knowledge derived from their direct lived experience as a consumer of Mental Health services or as a family member or carer of consumers, to inform their practice.

For the purposes of this clause, “Practice” refers to the use of a persons lived experience to enable them to carry out their role as a member of the lived experience workforce (s) .

Lived experience work builds on a foundation of mutuality, where a connection and understanding are developed, which is used to support consumers through their journey to hope and possibility. This is extremely highly skilled and specialised work, which requires ongoing training, support and supervision.

Lived experience staff are able to use their own experiences to inform policy change and service development, where consumer centered care is at the forefront of programme design, research and workforce education and staffing.

### (b) Lived Experience Workers have:

- (i) a lived experience of mental health services, either as a service user or carer
- (ii) have the capacity to understand the intricacies of the mental health system
- (iii) the ability to support consumers and/or carers/families and present consumer and/or carers/families perspectives to mental health services.

### (c) Lived Experience Workers will be employed in accordance with the following structure. For the avoidance of doubt, this classification structure does not



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include persons who volunteer as a Lived Experience Worker, in relation to that work.

(D) A Health Service is not required to appoint to every role and level within the structure.

(e) **LIVED EXPERIENCE WORKER (LEW) – LEVEL 1**

(i) **Level 1- Definition**

Level 1 is an entry level position where people with lived experience can develop knowledge and skill base, working in a multi-disciplinary team. Employees at this level will always work under the direct supervision of more experienced LEW at level 2 or above and/or clinical staff within Mental Health.

All Level 1 roles are contained within the Practice Stream.

(ii) **Level 1 - Features**

A Lived Experience Worker at this level:

A. General

- 1) Assist consumers and their families to be aware of their rights and responsibilities
- 2) Provides orientation to service users
- 3) Assist relevant staff to provide information to consumers which is clear and accessible
- 4) Provide informal, practical support to consumers, including listening to consumer concerns, providing information about the Public Mental Health System and assisting consumers to access appropriate supports
- 5) has an established knowledge of the impacts of mental illness on the consumer and/or their carers/families.
- 6) operates in a complex interpersonal, policy and programme environment and are required to use a broad range of verbal and written communication skills to support improved service planning, service delivery and evaluation.
- 7) works with and on behalf of consumers with their families/carers and together with clinicians and other mental health service staff, contribute to systemic policy change within the mental health system.
- 8) manages interpersonal relationships that may be influenced by issues including cultural and linguistic differences, numeracy/literacy challenges, drug and alcohol issues, financial stresses and behaviours of concern that can impact on others

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- 9) works collaboratively with consumers and/or carers/families in team environments to ensure recovery oriented best practice
  - 10) deals directly with the consumer with a mental health illness and/or provides information and support directly to carer and family support network of a consumer with a mental health illness.
- B. Communication
- 1) Communicate Mental Health Service policies and processes to consumers and/or their carers/families.
  - 2) Awareness of complex consumer relationships and/or carers/families relationships.
  - 3) Liaising with stakeholders
  - 4) Communicates range of programme matters to consumers
  - 5) Exercises problem solving skills with carers/families and internal stakeholders to achieve programme objectives
- C. Judgement
- 1) Exercises basic problem-solving skills to deal with complex needs of consumers and/or their carers/families
  - 2) Judgement is confined to application of established policies and processes for consumer and/or carers/families needs in service delivery setting
  - 3) Awareness of scope and when to engage assistance of a senior lived experiences staff member and/or clinical staff
  - 4) Contributes to assisting consumer and/or their carers/families involvement in planning and development of consumer care.
- D. Knowledge and Expertise
- 1) Has a lived experience of consumers and/or their carers/families needs in mental health issues
  - 2) Works under direct supervision
  - 3) Collects and organises information to apply to consumer issues
  - 4) Required to establish trusting relationships with consumers and/or their carers/families
  - 5) Understands policies and processes in area of operation
  - 6) Knowledge of applicable legislation in area of operation

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- 7) Contributes effectively to clinical review processes and team activities
- E. Service Delivery
  - 1) Plans access to programmes with consumer and/or their carers/families
  - 2) Supports consumers, carers and families to self advocate and be actively involved in decision making
  - 3) Participates in developing service delivery strategy selection with consumers and/or their carers/families
  - 4) Advances alternative actions to consumers and/or their carers/families from a range of selected options within service delivery area
  - 5) Contributes ideas to internal stakeholders regarding the development of service delivery models
  - 6) Contribute effectively to the ongoing use of the Strengths Model and recovery orientated practice
- F. Practice skills
  - 1) Understands the values of the programme area and applies these values to achieve programme goals
  - 2) Promotes an individual's rights based approach to achieve policy and programme outcomes
  - 3) Assess and prioritises emotional needs of consumers and/or consumer support group including their carers/families
- G. Policy and Programmes
  - 1) Contributes to policy and programme development for individual consumers and/or their cares/family's needs
  - 2) Conveys learned experienced to others in relation to policy and programme development

(iii) **Level 1 – Typical Roles**

**Peer Worker – Level 1**

The peer support workers understanding of the needs of consumers/ carers/ families derives primarily from their lived experience and compliments the professional knowledge and skills of the clinical staff. This is a vital part of support and working together effectively with the consumer and their family/carer. 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 support and education to the consumer, family and carers.

The peer worker will support the consumer/ carers/ families with a mental illness through their mental health service journey by

providing individual consultations, educations and group interventions aimed at facilitating recovery principles of hope, choice, self-determination and social connectedness.

(f) **LIVED EXPERIENCE WORKER – LEVEL 2**

*Note: Lived Experience Workers who operate at a systems level (Carer Consultants, Consumer Consultants) commence at Level 2.*

(i) **Level 2- Definition**

Level 2 is the entry level for Carer Consultants and Consumer Consultants.

Level 2 is an advanced level position where people with lived experience practices independently. They will understand the policies and processes in the area that they operate. They will prioritize their own work and use their experience to make decisions.

Level 2 Employees Guide, orientate and mentor Level 1 Employees.

All Level 2 roles are contained within the Practice Stream.

(ii) **Level 2 – Features**

In addition to the features of Level 1, a Lived Experience Worker at this level

A. General

- 1) Assist with complex consumer relationships
- 2) Communicate advance alternative views within the workplace
- 3) Prioritize their own work
- 4) Uses experience to support consumers and carers/family in decision making regarding service options
- 5) Promotes an individual's rights-based approach to achieve optimal recovery
- 6) Negotiates complex interpersonal relationships
- 7) Provide role modelling of alternative strategies and engagement styles to staff
- 8) Assisting in development of skills and knowledge that can be transferred to the community.
- 9) participates in broader planning regarding an individuals' care needs either from the perspective of the consumer and/or their carer/families, alongside other clinicians and professionals managing the consumer's needs.
- 10) contribute their knowledge and experience to programme and policy development in the area of service delivery.

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- 11) advise and participate in programme and policy development with senior internal staff and management and liaise with and provide advice to external stakeholders.
- B. Communication
- 1) negotiates with internal and external stakeholders
  - 2) advises internal and external stakeholders in area of operation
  - 3) advocates for consumers and/or their support groups including carers/families to internal and external stakeholders
  - 4) is persuasive in dealing with stakeholders
  - 5) Is relied on by others to provide communication guidance in area of operation
- C. Judgement
- 1) Exercises autonomy in decision-making.
  - 2) Focal point for other Lived Experience Worker as to problem-solve complex individual consumer and/or carers/families' needs
  - 3) Relied on by others for advice and decision making
- D. Knowledge and Expertise
- 1) Synthesises information to contribute to the development and guide consumer plan/s and/or carers/families
  - 2) Interprets and applies policy to area of responsibility
  - 3) Exercises judgement in the application of policy and programmes to carers/families' needs
  - 4) Exercises judgement in the application of policy and programmes to consumer and programme needs
  - 5) Identifies gaps in policy area
  - 6) Contributes to policy change within area of operation
  - 7) Develops and advocates policy and programme change
- E. Service Delivery
- 1) Shares knowledge and experience with internal stakeholders to contribute to consumer service delivery needs
  - 2) Synthesises learned experiences to advance service delivery outcomes
  - 3) Participates in collegiate discussion regarding service delivery options

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- 4) Advises internal and external stakeholders on program service delivery requirements
- 5) Depended on by stakeholders to provide service delivery advice
- 6) Assist in programme budget including governance and auditing requirements

F. Practice skills

- 1) Negotiates policy and programme options with carers/families
- 2) Works to determine and build emotional priorities of consumers/ carers/families
- 3) Negotiates complex interpersonal relationships with consumers and/or carers/families
- 4) Negotiates policy and programme options with consumers and/or carers/families.

G. Policy and Programmes

- 1) Advises on the development of policy and programmes
- 2) Research and advocates policy change
- 3) Authoritative in policy and programme development, implementation and evaluation
- 4) Relied on by internal and external stakeholders to respond to initiatives in policy area

(iii) **Level 2 – Typical Roles**

A. **Peer Worker – Level 2**

The peer support workers understanding of the needs of consumers derives primarily from his/her lived experience and compliments the professional knowledge and skills of the clinical staff. This is a vital part of support and working together effectively with the consumer. 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 to the consumer, family, carers and staff.

The peer worker will support the consumer with a mental illness through their mental health service journey by providing individual support, educations and group interventions aimed at facilitating recovery principles of hope, choice, self-determination and social connectedness.

B. **Consumer Consultant – Level 2**

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. Carer Consultant – Level 2**

The focus of the 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.

Level 2 is the minimum classification for people working in Community Teams.

**(g) LIVED EXPERIENCE WORKER – LEVEL 3**

**Level 3 – Typical Roles by Stream**

**(i) Practice - Senior Lived Experience Worker (Grade 3)**

A Senior Lived Experience worker is the highest level direct consumer and/or carer/families practice position. In addition to extensive experience within a LEW role, the role supervises Grade 1 and Grade 2 Lived Experience Workers.

**(ii) Management – Team Leader**

A Team Leader is appointed to supervise a team of Lived Experience Workers and/or support care workers on a shift by shift basis.

**(iii) Education – Support Educator**

A Support Educator is appointed to support a Level 4 Educator provide education to a component of the organisation.

**(iv) Research – Support Researcher**

A Support Researcher is appointed to support a Level 4 Researcher undertake research approved by the Health Services Ethics committee.

**(h) LIVED EXPERIENCE WORKER – LEVEL 4**

**Level 4 - Definition**

**Level 4 – Typical Roles by Stream**

**(i) Practice – Supervisor**

In addition to extensive experience within a LEW role, the role supervises Grade 1; Grade 2 and Grade 3 Lived Experience Workers. The Supervisor role is primarily focused on the Supervision of the Lived Experience workforce and maintaining practice standards. The role may assist in review processes and have some direct consumer and/or carer/family contact.

**(ii) Management – Manager**

A Team Leader appointed to manage a team of Lived Experience Workers and/or support care workers. The Manager is likely to be responsible for recruitment/selection processes and the management of a budget.

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(iii) **Education – Educator**

A Support Educator appointed to provide education within the organisation.

(iv) **Research – Lead Researcher**

A Researcher appointed to lead research approved by the Health Services Ethics committee.

(i) **LIVED EXPERIENCE WORKER – LEVEL 5**

Level 5 Employees will be those employees appointed to the following roles:

(i) **Management – Deputy Director**

A Deputy Director appointed to support the Director manage/supervise the workforce.

(ii) **Education – Education Manager**

An Education Manager appointed to manage the Education function of the Lived Experience worker workforce.

(iii) **Research – Research Manager**

A Research Manager appointed to manage the Education function of the Lived Experience worker workforce.

(j) **LIVED EXPERIENCE WORKER – LEVEL 6**

A Level 6 Employee appointed within the Executive to provide strategic / operational leadership for the Lived Experience workforce within the Mental Health workforce of the Health Service.

(i) **Management – Director**

A Director is appointed to provide leadership/management/ supervision to the Lived Experience Worker workforce within a Health Service.



## **SCHEDULE 6 : 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 Government Sector Executive Remuneration 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 1**

#### **3.1 Description**

Positions at the Grade 1 level are regarded as base grade administrators or operators within a defined activity.

#### **3.2 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.

#### **3.3 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.

#### 3.4 **Grade HS1**

##### **Salary Movements**

The following requirements are required to be met before any Employee will move to the next salary point within the classification level:

In the case of a full-time Employee:

- (a) The Employee has received a salary at a particular classification and pay-point for a period of 12 months and
- (b) The conduct, diligence and efficiency of the Employee has been certified by the relevant manager to have been satisfactory and
- (c) Performance objectives, including the acquisition of new skills, for the preceding 12 months have been achieved as certified by the relevant manager.

In the case of a part time Employee:

- (d) The Employee has received a salary at a particular classification and pay-point for a period of at least 12 months; and
- (e) The Employee has worked 800 ordinary hours in such classification and
- (f) The conduct diligence and efficiency of the employee has been certified by the relevant manager to have been and to be satisfactory and
- (g) Performance objectives including the acquisition of new skills for the preceding 12 months have been achieved as certified by the relevant manager

#### 4. **GRADE 2**

##### 4.1 **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.

##### 4.2 **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.

#### 4.3 **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.

4.4 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 3.

4.5 Nothing in this sub-clause affects the classification of an employee classified higher than Grade 3 but undertaking the same work described at 6.4 at the commencement of this Agreement.

#### 4.6 **Grade HS2**

##### **Salary Movements**

The following requirements are required to be met before any employee will move to the next salary point within the classification level:

In the case of a full-time Employee:

- (a) The Employee has received a salary at a particular classification and pay-point for a period of 12 months and
- (b) The conduct, diligence and efficiency of the Employee has been certified by the relevant manager to have been satisfactory and
- (c) Performance objectives, including the acquisition of new skills, for the preceding 12 months have been achieved as certified by the relevant manager
- (d) In the case of a part-time Employee:
- (e) The Employee has received a salary at a particular classification and pay-point for a period of at least 12 months; and
- (f) The Employee has worked 800 ordinary hours in such classification and
- (g) The conduct diligence and efficiency of the Employee has been certified by the relevant manager to have been and to be satisfactory and
- (h) Performance objectives including the acquisition of new skills for the preceding 12 months have been achieved as certified by the relevant manager

In the case of a casual employee with 12 months continuous service with the organisation:

- (i) The employee has received a salary at a salary at a particular classification and paypoint for a period of at least 12 months; and
- (j) The employee has worked 800 ordinary hours in such classification and • The conduct, diligence and efficiency of the employee has been certified by the Chief Executive to have been and to be satisfactory and
- (k) Performance objectives including the acquisition of new skills, for the preceding 12 months have been achieved as certified by the Chief Executive.

Movement to a higher classification level within the structure (i.e. from Grade 1 to Grade 2) shall only occur by way of promotion or reclassification.

## 5. **GRADE 3**

### 5.1 **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.

### 5.2 **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.

### 5.3 **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.

## 6. **GRADE 4**

### 6.1 **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.

### 6.2 **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.

**6.3 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.

**7. GRADE 5**

**7.1 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.

**7.2 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.

### 7.3 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.

## 8. GRADE 6

### 8.1 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.

**8.2 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.

**8.3 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.

**9. GRADE 7**

**9.1 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 a number of 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.

9.2 **Work Level Standard**

- (d) 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.
- (e) 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.
- (f) 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.

9.3 **Typical Role/Duties**

- (a) Direct and control a range of services within a small health service 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.

10. **GRADE 8**

10.1 **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.

10.2 **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.

10.3 **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.

11. **GRADE 9**

11.1 **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.

11.2 **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.

11.3 **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.

## 12. **GRADE 10**

### 12.1 **Description**

Positions at this level are senior executives of a major health service or equivalent.

### 12.2 **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.

### 12.3 **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.

13. **GRADE 11**

13.1 **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.

13.2 **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.

13.3 **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 Government..

14. **GRADE 12**

14.1 **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.

14.2 **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.

14.3 **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.

15. **GRADE 13**

15.1 **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.

15.2 **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.

## SCHEDULE 7 : HEALTH AND ALLIED SERVICES EMPLOYEE CLASSIFICATIONS

### 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	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Food and Domestic Services Assistant</li> <li>• Other Cook</li> </ul>
General Services	<ul style="list-style-type: none"> <li>• Cleaning; basic maintenance work; General Orderly/Porterage/Courier functions in hospitals or other health services.</li> <li>• Orderly or Cleaner</li> <li>• Maintenance/Handyperson (Unqualified)</li> <li>• All other Employees not elsewhere provided for</li> </ul>

#### 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:



<b>Classification Group</b>	<b>Indicative Tasks Performed and Indicative Classifications</b>
General Services	<ul style="list-style-type: none"> <li>• gardening work requiring no formal qualifications; general housekeeping functions; basic stores work;</li> <li>• Housekeeper</li> <li>• Gardener (non-trade)</li> </ul>

**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:

<b>Classification Group</b>	<b>Indicative Tasks Performed and Indicative Classifications</b>
Food Services	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Dietary Supervisor</li> <li>• Cook Employed Alone</li> <li>• Diet Cook</li> </ul>
General Services	<ul style="list-style-type: none"> <li>• Hospital Attendant work, including patrol functions; Hospital Attendant</li> </ul>

**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	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Food Monitor</li> </ul>

**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	<ul style="list-style-type: none"> <li>• An Employee performing dedicated security functions;</li> <li>• Security Officer Grade 1</li> </ul>

**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	<ul style="list-style-type: none"> <li>• A Cook with relevant qualifications.</li> <li>• Trade Cook</li> </ul>
General Services	<ul style="list-style-type: none"> <li>• a dedicated Security Officer required to regularly access computers in the course of their employment and/or has been provided with relevant training;</li> <li>• Security Officer Grade 2</li> </ul>

**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

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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	<ul style="list-style-type: none"> <li>• Supervision, work allocation, on-the-job training and rostering and/or guidance of staff.</li> <li>• General Services Supervisor</li> </ul>

## 2. CLASSIFICATION DEFINITIONS

Food Services Classifications:

### 2.1 Cook Employed Alone

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

### 2.2 Diet Cook

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

### 2.3 Dietary Supervisor

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

### 2.4 Food and Domestic Services Assistant

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 174 (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

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**

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**

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

2.9 **Gardener (non-Trade)**

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

2.10 **General Services Supervisor**

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

2.11 **Hospital Attendant**

Means an Employee appointed as such and who, as part of their ordinary duties, is required to perform a patrol function.

2.12 **Housekeeper**

Means a person employed to perform general housekeeping functions.

2.13 **Orderly/Cleaner**

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**

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

2.15 **Security Officer Grade 2**

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.

SCHEDULE 7 : HEALTH AND ALLIED SERVICES EMPLOYEE CLASSIFICATIONS

- (b) Notwithstanding Schedule 7, clause 3(a) 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	<ul style="list-style-type: none"> <li>• Ward areas (including toilets, showers, bathrooms, lockers, shelving and infectious rooms etc.)</li> <li>• Handle patient laundry (including washing and drying of patient laundry)</li> <li>• General/administrative areas (including office, cafeteria, stairs and lifts etc.)</li> <li>• Terminal/discharge bed (re-)making (i.e. Carbolising)</li> <li>• Equipment and instruments</li> <li>• Damp and high dusting</li> <li>• Vacuuming</li> <li>• Mopping and buffing of floors</li> <li>• Spot cleaning</li> <li>• Rubbish removal</li> <li>• Linen removal</li> </ul>
Food and Beverage	<ul style="list-style-type: none"> <li>• Serving of meals to patients</li> <li>• Food transportation to and from the Ward</li> <li>• Basic food monitoring (e.g. Checking that food matches the order)</li> <li>• Replenish refrigerator and pantry supplies</li> </ul>
Transport and Couriering	<ul style="list-style-type: none"> <li>• Transporting patients between wards, departments and theatres</li> <li>• Transporting equipment between wards, departments and theatres</li> <li>• Couriering x-rays, specimens and patient records</li> <li>• Movement of deceased patients to the mortuary</li> </ul>
Ward Support	<ul style="list-style-type: none"> <li>• Checking of oxygen cylinders</li> </ul>



Functions:	Duties:
	<ul style="list-style-type: none"> <li>• Filling, distributing and collecting of water jugs and glasses</li> <li>• Delivery and maintenance of flowers</li> <li>• Replenish consumables to normal stock levels</li> <li>• Restocking of ward trolleys or cubicles</li> <li>• 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</li> <li>• Message taking</li> </ul>
Patient Support	<ul style="list-style-type: none"> <li>• Assist in the lifting and turning of patients (including into and out of wheelchairs and trolleys)</li> <li>• Assist in lifting and positioning of patients in bed, including by machinery</li> <li>• Assist with patient facial shaves and pre-operative shaves</li> <li>• Assist in the transportation of ambulance patients</li> </ul>

- (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 7, 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 7, clause (c). 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.

## **SCHEDULE 8 : Classification definitions applying to Psychology employees**

### **1. PSYCHOLOGISTS**

Psychologists must comply with the PBA Code of Ethics and the legal requirements of the psychology profession

#### **1.1 Psychologist Grade 1**

##### **Interns and Overseas Trained Psychologists with Provisional Registration**

- (a) **“4+2” Intern** A Provisional Psychologist who has completed the equivalent of an Australian Psychology Accreditation Council (APAC) four-year degree accredited sequence of study in psychology and is registered as a Provisional Psychologist with the PBA, and who is undertaking an Internship program plan approved by the PBA which includes two years of supervision shall be classified as a Grade 1 Level 1 in the first year of employment, and at Grade 1 Level 2 in the second year of employment and thereafter.
- (b) **“5+1” Intern** A Provisional Psychologist who has completed the equivalent of an Australian Psychology Accreditation Council (APAC) four-year degree accredited sequence of study in psychology plus a general one-year master’s degree (eg Masters of Professional Psychology) and is registered as a Provisional Psychologist with the PBA, and who is undertaking an Internship program plan approved by the PBA which includes one year of supervision shall be classified as a Grade 1 Level 2.
- (c) Interns and overseas trained psychologists with provisional registration are employed as Provisional Psychologists in accordance with the requirements of the PBA. They practice under the regular supervision of a Psychologist Grade 3 or above. Where there is shared supervision of a Provisional Psychologist by a principal and secondary supervisor, the principal supervisor shall be a Psychologist Grade 3 or above, the secondary supervisor will be a Psychologist Grade 3 or above or may be a suitably experienced Psychologist Grade 2 who meets PBA requirements for secondary supervision.
- (d) Interns and overseas trained psychologists with provisional registration are required to undertake the National Psychology Exam in order to obtain general registration from the PBA and are entitled to take Examination Leave as provided for in this Agreement.

#### **1.2 Higher Degree Students**

- (a) A provisionally registered psychologist undertaking a PBA approved accredited higher degree pathway who is practicing outside university placements with PBA approval shall be paid at Grade 1 Level 2.

#### **1.3 Psychologist Grade 2**

- (a) A psychologist Grade 2 is a Psychologist registered with the Psychology Board of Australia, engaged in psychological practice.
- (b) Positions at this level are entry-level psychologist positions, and include Psychology Registrar positions.

(c) **Psychologist Grade 2 Providing Clinical Supervision**

- (i) A Psychologist Grade 2 does not provide clinical supervision to other Psychologists including Interns, Provisionally Registered Psychologists or post-graduate students on placement.
- (ii) Provided that a Psychologist Grade 2 who holds an Endorsement in an Area of Practice and who is a PBA approved supervisor may be a secondary supervisor of Psychologist Grade 1 Interns in accordance with subclause 1(a).

(d) **Clinical/ Professional Supervision of Psychologists Grade 2**

- (i) A Psychologist Grade 2 will be provided with clinical/ professional supervision from a Psychologist Grade 3 or above who is a PBA approved supervisor as provided for in this Agreement.

(e) **Registrars**

- (i) For the purposes of gaining endorsement from the PBA, Psychology Registrars shall be provided with clinical/ professional supervision from a Psychologist Grade 3 or above who is a PBA approved supervisor in the relevant Area of Practice, and in accordance with the requirements of the PBA.
- (ii) Registrars will be allowed time release to attend internal programs or training which may be developed by Forensicare specifically for Registrars.

1.4 **Psychologist Grade 3**

- (a) Is a person who is registered as a Psychologist with the PBA with a minimum of five years professional experience as a Psychologist Grade 2 (or equivalent).

A psychologist Grade 3 may:

- (i) supervise Masters or Doctoral students with provisional registration who are on placement
- (ii) be involved in supporting clinical education activities
- (iii) contribute to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work
- (iv) Be required to provide clinical supervision to a P2 or P1, provided that are an approved PBA Supervisor and their workloads are adjusted.

(b) **Areas of Endorsement**

- (i) Only psychologists who hold an Endorsement from the PBA in clinical psychology, forensic psychology or neuropsychology shall be employed at Grade 3 and above. Provided that psychologists employed in mental health services as at 1/1/2011 shall be exempted from this sub-clause.
- (ii) Where a psychologist working in a mental health service is undertaking study to achieve PBA endorsement as a Clinical

Psychologist they can apply for study leave under this Agreement.

- (c) In addition to subclause (a) and (b) above, a Psychologist Grade 3 shall meet one of the criteria prescribed below.
  - (i) Is engaged on psychological work requiring advanced knowledge and skills. Indicators of advanced knowledge and skills include having responsibility for complex clinical cases and/or providing secondary consultation.
  - (ii) Is responsible for implementing clinical research projects, or pilot projects associated with service development, including data collection and analysis.
  - (iii) Provides clinical supervision to Grade 1 and/or Grade 2 Psychologist(s).
- (d) A Psychologist Grade 3 shall be provided with regular clinical supervision by a Psychologist Grade 4 or above. Where there is no available Psychologist Grade 4 or above, external supervision shall be provided.

#### 1.5 Psychologist Grade 4

- (a) Is a person who may be required to provide supervision and training to other psychologists (i.e. to Psychologists Grades 1, and/or 2 and/or 3) in specialist psychological skills ensuring the compliance of others with the code of ethics and legal requirements of the psychology profession, and may provide secondary consultation, supervision and debriefing to other health professionals.
- (b) A Psychologist Grade 4 is a senior psychologist who, in addition to meeting the requirements of sub clause 1.5(a) above meets the criteria prescribed by either sub clause (i), (ii), (iii), or (iv) below.
  - (i) Is a leader of a professional team responsible for the clinical/professional leadership and/or administration of a unit, or a group of psychologists and/or other health. Parameters of this position may include:
    - A. responsibility for a section or a number of sections; and/or,
    - B. co-ordinating the professional development of other psychologists; and/or,
    - C. providing professional expertise and advice internal and external to the organization on key issues of a psychological nature including service development; and/or,
    - D. involvement in staff recruitment and performance appraisal; and/or,
    - E. responsibility for co-ordinating quality projects and risk management activities including verification of registration status and special endorsements of psychologists in the section or service; and/or,
    - F. having some budget responsibilities.

- (ii) Is a senior clinician, will be expected to have at least 10 years of experience, but no less than 8 years of experience, as a registered psychologist, required to practice psychology with a high degree of initiative and depth of experience, or a clinical specialist in a specific area of psychology or mental health disorders;
  - A. with expert knowledge of the methods, principles and practices of a specialist area of psychology or mental health disorders
  - B. with clinical duties of a specialised nature requiring higher level knowledge and experience in a specific area of psychology
  - C. providing consultation with other psychologists or with professional bodies and organisations regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge.
  - D. may liaise with university clinical educators
- (iii) At this level a senior clinician is expected to hold specialist endorsement from the PBA.
- (iv) Is a principal researcher or project manager, responsible for the design, implementation and publication of clinical psychological research as an author or co-author. May be a major initiator of funding or required to acquit funding. May present research papers at professional conferences and seminars.

(c) **Education**

- (i) Indicative duties may include:
  - A. Where there is a Grade 5 Principal Clinical Educator:
    - 1) assisting the principal educator with the planning and development and management of clinical teaching and clinical education of psychologists employed in the service, including programs for Interns and Registrars, and the coordination of the professional development of psychologists.
    - 2) any of the duties and responsibilities as delegated by the Grade 5 Principal Clinical Educator (Psychology).
  - B. Where there is no Grade 5 Principal Clinical Educator:
    - 1) education regarding psychological clinical skills provided to other health professionals including students and psychiatry registrars by psychologists in the service.
    - 2) provision of education and training to the workforce (including other clinicians).
    - 3) provision of training to other stakeholders.

1.6 **Psychologist Grade 5**

- (a) Is a senior psychologist with more than 10 years' experience, with demonstrated, highly developed leadership skills, extensive postgraduate, professional experience and a recognized professional specialisation, and/or a management qualification with significant professional leadership experience.
- (b) A psychologist at this level is engaged in one or more of the following:
- (i) **Administration / Management**
- A. **Head of Service / Program** (however titled) who heads a specialist psychology service or program, with responsibility for other psychologists and/or other staff across a number of sections of a service or a specialised program or service; or
- B. The **Deputy Director of Psychology** is a deputy to the Director of Psychology Grade 6.
- (ii) **Clinical Leadership**
- The Principal Psychologist is a recognised leader in a specialist field of psychology, with significant contributions to the body of psychological knowledge and professional practice, and/or the development and education of psychologists within the field.
- A. May be responsible for the development of clinical policy, protocols and planning for delivery of psychological services in their field of expertise; and/ or
- B. May have responsibility for service planning and policy.
- (iii) **Principal Psychologist - Research**
- A. Indicators include:
- 1) A significant number of research publications with the psychologist as primary author, and which have been published in high impact, peer reviewed journals; and/or
  - 2) being a major initiator of successful funding applications. e.g. to the National Health and Medical Research Council, or the Australian Research Council; and/or
  - 3) Presentation of papers as the invited keynote speaker or invited work shop presenter, which may include psychological research or issues of clinical development, at major professional conferences and seminars
- (iv) **Education**
- A. The Principal Clinical Educator (Psychology) will:
- 1) Be a Supervisor approved by the Psychology Board of Australia; and

- 2) Have demonstrated clinical experience and advanced knowledge and skills to be able to provide education and teach other psychologists and/or students; and
  - 3) Be responsible for the planning and development and management of clinical teaching and clinical education of psychologists employed in the service, including programs for Interns and Registrars, and the coordination of the professional development of psychologists.
  - 4) And may have an honorary university appointment that includes active involvement in the teaching of psychology at undergraduate and/or postgraduate level;
- B. The Principal Clinical Educator (Psychology) responsibilities may include ensuring, including by delegation,:
- 1) The teaching of specialised clinical skills to other psychologists and/or students in other disciplines;
  - 2) the co-ordination of student placements and supervision.
  - 3) the management of relationships with Universities and other education providers.
  - 4) the coordination of the Registrar program.
  - 5) The coordination of clinical supervision of psychologists in the service.
  - 6) the planning and coordination of the training re psychological clinical skills provided to other health professionals including students and psychiatry registrars by psychologists in the service.
  - 7) the planning and coordination of education to carers and relatives of clients on psychological matters in a mental health service or mental health services.
  - 8) the planning and coordination of the provision of education and training to the peer workforce
  - 9) the planning and/or oversight of education and training to other stakeholders

**1.7 Director of Psychology Grade 6**

- (a) The Director of Psychology will have:
- (i) extensive experience as a psychologist at a senior level; and
  - (ii) endorsement from the Psychology Board of Australia in a relevant Area of Practice.
- (b) A Director of Psychology Grade 6 will be appointed at Forensicare.



- (c) Among other responsibilities, the Director of Psychology:
- (i) Provides leadership and oversight of the psychology workforce planning, development, recruitment and workforce reform (including decisions related to the temporary re-assignment of Psychology resources), which may be a part of a delegated clinical governance structure.
  - (ii) Oversees the credentialing, scope of practice and clinical/professional supervision of the psychology workforce which may be a part of a delegated clinical governance structure.
  - (iii) Contributes to service planning and evaluation by providing expert advice.
  - (iv) Supports and provides leadership and capability to high quality clinical education of staff and psychology students, which may be a part of a delegated clinical governance structure.
  - (v) May manage the psychology budget including ensuring the provision of psychological instruments and tests, materials and supplies that that may be required to provide services to the client population, and the needs of psychologists.

1.8 **Psychologists – Higher Qualifications Allowance**

- (a) Where a psychologist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
- (i) for Graduate Certificate in behavioural science or psychology, or other recognised equivalent qualification, the sum of 4% of the base rate as defined **where the Employee was** at the date of commencement of this Agreement **receiving** payment of the Graduate Certificate Allowance shall continue to be paid that allowance. Persons employed after the commencement of this Agreement who hold these qualifications shall not be entitled to the allowance;
  - (ii) for Graduate Diploma in behavioural science or psychology, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined, provided that persons who hold the Graduate Diploma in Health Administration, Graduate Diploma in Behavioural Science or Graduate Diploma in Psychology or recognised equivalent qualifications who as at 26 June 2008 were entitled to payment of the Graduate Diploma Allowance, shall continue to be paid that allowance. Persons employed after 26 June 2008 who hold these qualifications shall not be entitled to the allowance.
  - (iii) for Master of Arts, Master of Science, Master of Psychology, Master of Business Administration, or any recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined;
  - (iv) Membership of a College of the Australian Psychological Society the sum of 7.5% of the base rate as defined **where the Employee was** at the date of commencement of this Agreement **receiving** payment of the Allowance shall continue to be paid an allowance. Persons employed after the commencement of this

Agreement who hold these qualifications shall not be entitled to the allowance

- (v) for Doctor of Philosophy, Doctor of Science in behavioural science or psychology or other recognised equivalent qualification, the sum of 10% of the base rate as defined.
- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (c) The base rate of pay for the purpose of this clause shall be Psychologist Grade 1, Year 3.

## **SCHEDULE 9 : 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 personal/carer's leave, long service etc.
9. Other information as required depending on the nature of the position.
10. Relevant qualifications and allowances payable.

## SCHEDULE 10 : 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 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 employers 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 employers.

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 PSO 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 an employer covered by the *Victorian Public Mental Health Services Enterprise Agreement 2016-2020* (attach a copy)
- The Employer has on record a Certificate of Service from another Employer or other public

SCHEDULE 10: CERTIFICATE OF SERVICE

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sector Victorian health care institution to which long service leave accruals are portable  
(attach a copy)

Position held:

Classification Held:

Signed:

(Stamp of Institution):

**NOTE:** Upon receipt of a Certificate of Service, the Second Employer must notify the previous Employer as to whether 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 11 : ADDITIONAL STAFFING**

Unit	Additional Nursing Allocation
Aire	1 x AM shift – 7 days per week 1 x PM shift – 7 days per week
Erskine	1 x AM shift – 7 days per week 1 x PM shift – 7 days per week
Marrmak	1 x H shift – 7 days per week
St Pauls	1 x AM Shift – 7 days per week
AAU	1 x AM shift – 7 days per week 1 x PM shift – 7 days per week
Apsley	1 x AM or PM or H shift – 7 days per week
Barossa	1 x AM shift – 7 days per week 1 x PM shift – 7 days per week
Bass	1 x AM Shift – 7 days per week

**SCHEDULE 12 – Lived Experience Worker Translation Process**

1. **Lived Experience Workforces Translation Process**

1.1 Each Employer will undertake the translation process in 1.3 within 3 months of the Agreement commencement.

1.2 The Employer will notify each Employee in writing the outcome of the translation process.

1.3 Translation process

(a) Peer Worker

<b>Existing Peer Worker Classification</b>		<b>New Lived Experience Worker Classification</b>
Level 1 Year 1	Translates to	
Level 1 Year 2	Translates to either Level 1 Year 2, Year 3, Year 4 or Year 5 depending on years of experience as Level 1	Level 1 Year 2
		Level 1 Year 3
		Level 1 Year 4
		Level 1 Year 5
Level 2 Year 1	Translates to	Level 2 Year 1
Level 2 Year 2	Translates to	Level 2 Year 2
Level 2 Year 3	Translates to	Level 2 Year 3
Level 2 Year 4	Translates to	Level 2 Year 4
Level 3 Year 1	Translates to	Level 3 Year 1
Level 3 Year 2	Translates to	Level 3 Year 2
Level 3 Year 3	Translates to	Level 3 Year 3
Level 3 Year 4	Translates to	Level 3 Year 4

(b) Consumer and Carer Consultants

<b>Existing Consumer and Carer Consultant Classification</b>		<b>New Lived Experience Worker Classification</b>
Level 1 Year 1	Translates to	Level 2 Year 1
Level 1 Year 2	Translates to	Level 2 Year 2

SCHEDULE 12 : SGNATURES

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Level 1 Year 3	Translates to	Level 2 Year 3
Level 1 Year 4	Translates to	Level 2 Year 4
Level 1 Year 5	Translates to	Level 2 Year 4
Level 2 Year 1	Translates to	Level 2 Year 1
Level 2 Year 2	Translates to	Level 2 Year 2
Level 2 Year 3	Translates to	Level 2 Year 3
Level 2 Year 4	Translates to	Level 2 Year 4
Level 3 Year 1	Translates to	Level 3 Year 1
Level 3 Year 2	Translates to	Level 3 Year 2
Level 3 Year 3	Translates to	Level 3 Year 3
Level 3 Year 4	Translates to	Level 3 Year 4

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SCHEDULE 12 : SGNATURES



**SCHEDULE 13 : SIGNATURES**

**SIGNED** for and on behalf of the **EMPLOYER** referred to in **Appendix 1** by the authorised representatives of the **Victorian Hospitals' Industrial Association, 88 Maribyrnong Street, Footscray** in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
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

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness (print)

**SIGNED** for and on behalf of **HEALTH SERVICES UNION, 7 Grattan Street, Carlton** by its authorised officers in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness (print)