This award as varied to 4 April 2008.

PART 1 - APPLICATION AND OPERATION OF AWARD

CLAUSE 1. TITLE

This award shall be referred to as the Health Services Union of Australia (Health Professional Services - Private Sector Victoria) Award 2004.

(End of Clause)
HEALTH SERVICES UNION OF AUSTRALIA (HEALTH PROFESSIONAL SERVICES - PRIVATE SECTOR VICTORIA) AWARD 2004
SIAG (Service Industry Advisory Group)

CLAUSE 2. ARRANGEMENT

Part 1 - Application and operation of award

1. Title
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Operation of award
6. Incidence of award
7. Previous award superseded

Part 2 - Award flexibility

8. Enterprise flexibility provisions
9. Index of facilitative provisions

Part 3 - Dispute resolution

10. Disputes avoidance/settlement procedure

Part 4 - Employer and employees’ duties, employment relationship and related arrangements

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

Part 5 - Wages and related matters

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

Part 6 - Hours of work, breaks, overtime, shift work and weekend work

25. Hours of work
26. Meal interval
27. Rest period
28. Duty roster
29. Overtime
30. On call/re-call allowance
31. Shift work allowance
32. Special rates for Saturdays and Sundays
33. Summer time

SIAG Disclaimer: Please Note that this award is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.
Part 7 - Leave of absence and public holidays

34. Annual leave
35. Personal leave
35A Bereavement leave
36. Parental leave
37. Long service leave
38. Public holidays
39. Examination leave
40. Jury service

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

41. Travelling allowance

Part 9 - Training

42. Training

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

43. Accident pay
44. Uniform allowance
45. Damaged clothing allowance

Part 11 - Award compliance

46. Posting of award

Appendix A - Physiotherapists and occupational therapists
Appendix B - Schedule of respondents

(End of Clause)
CLAUSE 3. ANTI-DISCRIMINATION

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

3.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

3.3 Nothing in this clause is taken to affect:

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

3.3.2 junior rates of pay;

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

3.3.4 the exemptions in s.170CK(3) and (4) of the Act.

(End of Clause)
CLAUSE 4. DEFINITIONS

4.1 Award shall mean the Health Services Union of Australia (Health Professional Services - Private Sector - Victoria) Award 2004.

4.2 Commission shall mean the Australian Industrial Relations Commission.

4.3 Employee means a person employed by a respondent to this award on either a permanent full-time, regular part-time, fixed term, temporary or casual basis.

4.4 Employer shall mean a respondent to this award listed in Appendix B - Schedule of respondents.

4.5 Experience means experience at any such work in any workplace subject to this award within the last five years, excluding any leave provisions in this award.

4.6 Union shall mean the Health Services Union of Australia.

(End of Clause)
CLAUSE 5.  OPERATION OF AWARD

This award shall come into operation from the beginning of the first pay period which commences on or after 9 July 2004 and shall continue in force for a period of six months.

(End of Clause)
CLAUSE 6. INCIDENCE OF AWARD

6.1 This award shall apply to and be binding on:

6.1.1 The employers referred to in Appendix B - Schedule of respondents;

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

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

6.3 Transmission of business

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

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

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

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

(End of Clause)
CLAUSE 7. PREVIOUS AWARD SUPERSEDED

This award supersedes the *Health Services Union of Australia (Victoria - Private Sector) Interim Award 1993* [AW783559 Print L0831] and *Health Services Union of Australia (Victoria Private Sector) Roping-in No.1 Award 1995* [H0154 Print M1457], so far as that award applied to employees engaged in the classifications covered by this award, but no right, obligation or liability accrued or incurred in respect of allowable matters under the award so superseded shall be affected.

(End of Clause)
PART 2 - AWARD FLEXIBILITY

CLAUSE 8. ENTERPRISE FLEXIBILITY PROVISIONS

(See ss.113A and 113B of the Act)

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

8.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

8.2 For the purpose of the consultative process the employees may nominate the union or another to represent them.

8.3 Where agreement is reached an application shall be made to the Commission.

(End of Clause)
CLAUSE 9. INDEX OF FACILITATIVE PROVISIONS

9.1 A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the union and/or an employee, or the majority of employees, in the enterprise or workplace concerned.

9.2 Facilitative provisions in this award are contained in the following clauses:

<table>
<thead>
<tr>
<th>Clause title</th>
<th>Clause number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise flexibility provisions</td>
<td>8</td>
</tr>
<tr>
<td>Regular part-time employment - pattern of work</td>
<td>14.3</td>
</tr>
<tr>
<td>Fixed term or temporary employees</td>
<td>15.1</td>
</tr>
<tr>
<td>Limited tenure employment</td>
<td>17.1</td>
</tr>
<tr>
<td>Superannuation - agreed fund</td>
<td>24.2.1(b)</td>
</tr>
<tr>
<td>Hours of work - average hours over five week period</td>
<td>25.1</td>
</tr>
<tr>
<td>Overtime - time off in lieu of payment</td>
<td>29.4</td>
</tr>
<tr>
<td>Special rates for Saturdays and Sundays - time off in lieu of payment</td>
<td>32.4</td>
</tr>
<tr>
<td>Annual leave - single day leave</td>
<td>34.11</td>
</tr>
<tr>
<td>Annual leave - time of taking</td>
<td>34.4</td>
</tr>
<tr>
<td>Personal/carer’s leave - make-up time</td>
<td>35.8</td>
</tr>
<tr>
<td>Parental leave - variation of period</td>
<td>36.6</td>
</tr>
<tr>
<td>Long service leave - payment</td>
<td>37.4.1</td>
</tr>
<tr>
<td>Long service leave - taking of leave</td>
<td>37.5</td>
</tr>
<tr>
<td>Public holidays - substitution of days</td>
<td>38.4</td>
</tr>
<tr>
<td>Public holidays - day off in lieu of payment</td>
<td>38.6.1(b), 38.7</td>
</tr>
<tr>
<td>Uniform allowance</td>
<td>44.2</td>
</tr>
</tbody>
</table>

(End of Clause)
PART 3 - DISPUTE RESOLUTION

CLAUSE 10. DISPUTES AVOIDANCE/SETTLEMENT PROCEDURE

10.1 Grievance procedure

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

10.1.1 In the first instance the employee shall attempt to resolve the grievance with the employee’s immediate supervisor. The local union or other representative shall be present if desired by either party.

10.1.2 If the employee still feels aggrieved, then the matter shall be referred to the employee’s department head. The local union or other representative shall be present if desired by either party.

10.1.3 If the grievance is still unresolved then the matter will be referred to senior management and the senior union or other representative.

10.1.4 If the grievance is still unresolved then the senior union representative or other representative shall be advised and will be represented at the request of either party. At this stage the appropriate employer representative body should be advised and shall be present at the request of either party.

10.1.5 It is agreed that steps 10.1.1 to 10.1.4 shall take place within seven days.

10.1.6 If the grievance still exists the matter will be referred to the Commission for conciliation and, if necessary, arbitration.

10.1.7 Until the grievance is determined work shall continue normally in accordance with the custom or practice existing before the grievance arose while discussions take place. No party shall be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this clause. The employer will formulate policies and practices in accordance with these procedures, which shall be circulated to all employees throughout each institution.

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

(End of Clause)
PART 4 - EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

CLAUSE 11. NOTIFICATION OF CLASSIFICATION

11.1 Each employer shall notify each employee in writing on commencement of their classification and terms of employment.

11.2 Each employer shall notify each employee of any alteration to their classification in writing no later than the operative day of such alteration.

(End of Clause)
CLAUSE 12. TYPES OF EMPLOYMENT

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

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

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

(End of Clause)
CLAUSE 13.  FULL-TIME EMPLOYMENT

Except as provided in clause 25 - Hours of work, an employee ready, willing and available to work the full number of hours as required by the employer, shall be paid the full weekly wage as prescribed by this award, irrespective of the number of hours worked not exceeding 38.

(End of Clause)
CLAUSE 14.  REGULAR PART-TIME EMPLOYMENT

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

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

14.2.1 works less than full-time hours of 38 per week (or less than 76 hours in a fortnight); and

14.2.2 has reasonably predictable hours of work; and

14.2.3 receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

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

14.3.1 regular pattern of work, specifying at least the hours worked each day;

14.3.2 which days of the week the employee will work; and

14.3.3 the actual starting and finishing times each day.

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

14.5 Regular part-time employees shall be paid either:

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

14.5.2 At an hourly rate equal to 1/38th of the appropriate weekly rate plus 25% of such hourly rate for work performed during weekdays and 75% of such hourly rate for work performed on weekends and public holidays. Employees employed under this clause shall not be entitled to any benefits prescribed in clause 34 - Annual leave, clause 35 - Personal/carer’s leave, and clause 38 - Public holidays.

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

(End of Clause)
CLAUSE 15. FIXED TERM OR TEMPORARY EMPLOYEES

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

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

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

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

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

(End of Clause)
CLAUSE 16.  CASUAL EMPLOYEES
Issued 21 February 2006

16.1 A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer’s requirements, without the requirement of prior notice by either party, but does not include an employee who could properly be classified under clauses 13 - Full-time employment, 14 - Regular part-time employment or 15 - Fixed term or temporary employees.

16.2 A casual employee shall be paid for all work done on weekdays an amount equal to 1/38th of the weekly wage appropriate to the employee’s classification per hour plus 25% and for all work done on Saturday, Sundays and public holidays an amount equal to 1/38th of the weekly wage appropriate to the employee’s classification per hour plus 75%.

16.3 In addition a casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this award.

16.4 The provisions of clause 18 – Termination of employment, clause 34 – Annual leave, clause 35 – Personal Leave (except in so far as it expressly applies to casual employees), and clause 37 – Long service leave, shall not apply in the case of a casual employee.

(End of Clause)
CLAUSE 17.  LIMITED TENURE EMPLOYMENT

17.1 By written agreement with an employee, a copy of which shall be provided to the Secretary of the HSUA, an employer may employ a new graduate from any of the professions covered by this award (except that of Medical Imaging Technology, Nuclear Medicine Technology, Radiation Therapy Technology) for a period of twelve months.

17.2 At the end of the twelve months, the employment will be terminated unless the employee successfully applies for a new position with the employer in which case they will no longer be employed pursuant to this clause. A new graduate is deemed to be a person who has successfully completed their academic studies in the twelve months prior to commencing limited tenure employment. All other conditions of this award shall apply.

(End of Clause)
CLAUSE 18.  TERMINATION OF EMPLOYMENT  
Issued 17 Nov 2004

18.1 In the event of termination of employment, four weeks written notice shall be given by the employee or the employer, or four weeks wages paid or forfeited as the case may be.

18.2 The period of notice of termination to be given by an employer shall increase by one week if the employee is over 45 years of age and has completed at least two years of continuous employment during that period. That total must be calculated on the basis of:

18.3 The period of notice in this clause does not apply:

18.3(a) in the case of dismissal for serious misconduct;
18.3(b) to apprentices;
18.3(c) to employees engaged for a specific period of time or for a specific task or tasks;
18.3(d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
18.3(e) to casual employees.

18.4.1 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of

18.4.2 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee’s employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

18.4.2(a) the employee’s ordinary hours of work (even if not standard hours); and
18.4.2(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
18.4.2(c) any other amounts payable under the employee’s contract of employment.

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

18.5.1 if one or more ADOs have been granted in advance, or an ADO has been taken during the work cycle in which the employee is terminated service with the employer.
18.5.2 if an employee has not worked a complete twenty-day four-week or five-week cycle, he or she shall receive pro rata accrued entitlements for each day worked or regarded as having been worked (i.e. paid leave) in such cycle payable for the accrued day off.
18.6 If an employee fails to give the notice specified in 18.1 and 18.2 then the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 18.4.2.

18.7 Job search entitlement

Where an 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.

(End of Clause)
CLAUSE 19.  REDUNDANCY
Issued 17 Nov 2004

19.1 Definition

19.1.1 **Business** includes trade, process, business or occupation and includes part of any such business.

19.1.2 **Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

19.1.3 **Small employer** means an employer which employs fewer than 15 employees.

19.1.4 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

19.1.5 **Week’s pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

19.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer’s option, make payment in lieu thereof and amount equal to the difference between the former ordinary rate of pay and the new ordinary rate for the numbers of weeks notice still owing.

19.3 Severance pay

19.3.1 **Severance pay - other than employees of a small employer**

An employee, other than an employee of a small employer as defined in 19.1.5, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks’ pay*</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>
5 years and less than 6 years 10 weeks’ pay
6 years and less than 7 years 11 weeks’ pay
7 years and less than 8 years 13 weeks’ pay
8 years and less than 9 years 14 weeks’ pay
9 years and less than 10 years 16 weeks’ pay
10 years and over 12 weeks’ pay

* Week’s pay is defined in 19.1.5.

19.3.2 Severance pay - employees of a small employer

An employee of a small employer as defined in 19.1.3 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks’ pay*</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years and over</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>

* Week’s pay is defined in 19.1.5.

19.3.3 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee’s normal retirement date.

19.3.4 Service prior to 8 June 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 19.3.2. Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the Redundancy Case Decision [PR032004, 26 March 2004] and the Redundancy Case Supplementary Decision [PR062004, 8 June 2004].

19.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his or her employment during the period of notice set out in 18.1. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

19.5 Alternative employment

19.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

19.5.2 This provision does not apply in circumstances involving transmission of business as set in subclause 19.8.
19.6  Job search entitlement

19.6.1  During the period of notice of termination given by the employer in accordance with 18.1, an employee shall 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.

19.6.2  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 shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

19.6.3  The job search entitlements under this subclause apply in lieu of the provisions of 18.7

19.7  Employees exempted

The provisions of this clause do not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

19.8  Transmission of business

19.8.1  The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:

19.8.1(a)  Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

19.8.1(b)  Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

19.8.2  The Commission may vary 19.8.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

19.9  Incapacity to pay

Disclaimer: Please Note that this award is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.
The Commission may vary the severance pay prescription on the basis of an employer’s incapacity to pay. An application for variation may be made by an employer or a group of employers.

19.10 Redundancy disputes

19.10(a) Paragraphs 19.10(b) and 19.10(c) impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute). These additional obligations do not apply to employers who employ fewer than 15 employees.

19.10(b) Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:

- the reasons for any proposed redundancy;
- the number and categories of workers likely to be affected; and
- the period over which any proposed redundancies are intended to be carried out.

19.10(c) Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned

(End of Clause)
PART 5 - WAGES AND RELATED MATTERS

CLAUSE 20. WAGE RATES
Issued 1 Dec 2006

20.1 UG1 Classifications

Physiotherapy, Occupational Therapy, Speech Pathology, Medical Imaging Technology (MIT), Podiatry, Medical Record Administration, Medical Photography/Illustration, Medical Library, Music Therapy, Nuclear Medicine Technology (NMT), Radiation Therapy Technology (RTT), Recreation Therapy, Cardiac Technology, Orthoptics, and Social Work.

20.1.1 Interns (MIT, NMT, RTT) only equal to 80% of the UG1 Grade 1, first year qualified rate.

20.1.2 Interns (MIT, NMT, RTT)

Refer to Wage Rate Schedule

<table>
<thead>
<tr>
<th>Interns (MIT, NMT, RTT)</th>
<th>Rates per week – payable from the first pay period on or after 23 February 2006 $</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006 $</th>
</tr>
</thead>
</table>

20.1.3 Grade 1 (i.e. qualified rate)

Refer to Wage Rate Schedule

| 1st year of experience after qualification | Rates per week – payable from the first pay period on or after 23 February 2006 $ |
| 2nd year of experience after qualification | |
| 3rd year of experience after qualification | |
| 4th year of experience after qualification | |
| 5th year of experience after qualification | |
| 6th year of experience after qualification | |

Provided that:
20.1.3(a) An employee who holds or is qualified to hold the degree of Bachelor of Science Honours shall be entitled to be classified as a UG1 - Grade 1, 2nd year of experience after qualification.

20.1.3(b) An employee who holds or is qualified to hold the degree of Master of science shall be entitled to be classified as a UG1 - Grade 1, 3rd year of experience after qualification.

20.1.3(c) An employee who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to be classified as a UG1 - Grade 1, 5th year of experience after qualification.

20.1.3(d) An employee who holds a four year under-graduate qualification or a three year under-graduate qualification and is required to do a twelve month internship shall be classified as or deemed to have been classified as a UG1-Grade 1, 2nd year of experience after qualification.

20.1.4 Grade 2 as defined

Refer to Wage Rate Schedule

<table>
<thead>
<tr>
<th>Experience Level</th>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2nd year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3rd year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4th year</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

20.1.5 Grade 3 Tutor MIT, Senior Clinician, MIT Grade 3 and NMT Grade 3, Cardiac Technologist Grade 3, Research Technologist Grade 3 and a Social Worker as defined

Refer to Wage Rate Schedule

<table>
<thead>
<tr>
<th>Experience Level</th>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2nd year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3rd year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4th year</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
20.1.6 Deputy Chief Medical Record Administrator

*Refer to Wage Rate Schedule*

<table>
<thead>
<tr>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Grade 1 as defined
Grade 2 as defined

20.1.7 Deputy Chief Grade 1 (MIT, NMT and Cardiac Technologist only and as defined)

*Refer to Wage Rate Schedule*

<table>
<thead>
<tr>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

20.1.8 Deputy Chief Grade 2 (MIT, NMT and Cardiac Technologist only and as defined)

*Refer to Wage Rate Schedule*

<table>
<thead>
<tr>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

20.1.9 All Chief Grade 1 positions (except Medical Record Administrator Chief Grade 1, Recreation Therapist, Music Therapist) and all other Deputy Chief (except Music Therapist, Medical Librarian and Recreation Therapist) positions as defined

*Refer to Wage Rate Schedule*
Rates per week – payable from the first pay period on or after 23 February 2006

Rates per week – payable from the first pay period on or after 23 August 2006

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

20.1.10 Medical Record Administrator Chief Grade 1 as defined, RTT Grade 2a as defined

Refer to Wage Rate Schedule

20.1.11 Medical Record Administrator Chief Grade 2 as defined

Refer to Wage Rate Schedule

20.1.12 Medical Record Administrator Chief Grade 3 as defined

Refer to Wage Rate Schedule

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20.1.13 RTT Grade 2(b) as defined

Refer to Wage Rate Schedule

<table>
<thead>
<tr>
<th>Rate per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rate per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

20.1.14 RTT Grade 2(c) as defined

Refer to Wage Rate Schedule

<table>
<thead>
<tr>
<th>Rate per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rate per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

20.1.15 All other Chief Grade 2 (except Medical Record Administrator, Music Therapist, and Recreation Therapist) positions as defined

Refer to Wage Rate Schedule

<table>
<thead>
<tr>
<th>Rate per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rate per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

20.1.16 All other Chief Grade 3 (except Medical Record Administrator, Music Therapist, Medical Librarian, Podiatrist, Medical Photographer/Illustrator and Recreation Therapist) positions as defined

Refer to Wage Rate Schedule

<table>
<thead>
<tr>
<th>Rate per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rate per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
20.1.17 All Chief Grade 4 (except Music Therapist, Medical Librarian, Podiatrist, Medical Photographer/Illustrator, Recreation Therapist and Medical Record Administrator) positions as defined and RTT Grade 3 as defined

Refer to Wage Rate Schedule

<table>
<thead>
<tr>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

Refer to Wage Rate Schedule

<table>
<thead>
<tr>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

20.1.19 RTT Grade 5 as defined and Director of Allied Health

Refer to Wage Rate Schedule

<table>
<thead>
<tr>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

20.2 UG2 classifications

20.2.1 Prosthetics/Orthotics

20.2.1(a) Grade 1 (i.e. qualified rate)

Refer to Wage Rate Schedule

SIAG Disclaimer: Please Note that this award is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.
20.2.1(b) Grade 2 (as defined)

Refer to Wage Rate Schedule

Rates per week – payable from the first pay period on or after 23 February 2006 $ Rates per week – payable from the first pay period on or after 23 August 2006 

1st year of experience after qualification
2nd year of experience after qualification
3rd year of experience after qualification
4th year of experience after qualification
5th year of experience after qualification
6th year of experience after qualification

20.2.1(c) Deputy Chief Grade 1 (as defined) and Chief Grade 1 (as defined)

Refer to Wage Rate Schedule

Rates per week – payable from the first pay period on or after 23 February 2006 $ Rates per week – payable from the first pay period on or after 23 August 2006 

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

20.2.1(d) Deputy Chief Grade 2 (as defined) and Chief Grade 2 (as defined)

Refer to Wage Rate Schedule

Rates per week – payable from the first pay period on or after 23 February 2006 $ Rates per week – payable from the first pay period on or after 23 August 2006 

1st year of experience at this level
2nd year of experience at this level
Rates per week – payable from the first pay period on or after 23 February 2006 $  
Rates per week – payable from the first pay period on or after 23 August 2006 $

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

20.2.1(e) Chief Grade 3 (as defined)

Refer to Wage Rate Schedule

Rates per week – payable from the first pay period on or after 23 February 2006 $  
Rates per week – payable from the first pay period on or after 23 August 2006 $

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

20.3 UG3 classification - Medical Laboratory Technician

20.3.1 Trainees

Refer to Wage Rate Schedule

<table>
<thead>
<tr>
<th>Year of course</th>
<th>Percentage of rate for the classification</th>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Qualified Medical Laboratory Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3rd year of experience after qualification</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>1st year</td>
<td>50</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2nd year</td>
<td>60</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3rd year</td>
<td>75</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Thereafter</td>
<td>90</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

20.3.2 Grade 1 (i.e. qualified rate)

Refer to Wage Rate Schedule

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Rates per week payable from the first pay period on or after 23 February 2006 $ Rates per week payable from the first pay period on or after 23 August 2006 $

1st year of experience after qualification
2nd year of experience after qualification
3rd year of experience after qualification
4th year of experience after qualification
5th year of experience after qualification
6th year of experience after qualification
7th year of experience after qualification
8th year of experience after qualification

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

20.3.3 Grade 2

Refer to Wage Rate Schedule

Rates per week payable from the first pay period on or after 23 February 2006 $ Rates per week payable from the first pay period on or after 23 August 2006 $

1st year of experience at this level
2nd year of experience at this level
3rd year of experience at this level
4th year of experience at this level

20.3.4 Medical Technician/Renal Dialysis Technician

Refer to Wage Rate Schedule

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20.3.5 Additional rates

20.3.5(a) Supervisors

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

20.3.5(a)(ii) A Renal Dialysis Technician appointed to be responsible for supervising the work of other Renal Dialysis Technicians shall be paid at the rate of 7.5% of the rate of Renal Dialysis Technician at the 4th year of experience.

20.3.5(b) For the purpose 20.3 yearly increments are based on years of full-time practical experience or service or part-time equivalent service in the performance of Renal Dialysis work.

20.4 Child Psychotherapy

20.4.1 Level 1 (as defined)

Refer to Wage Rate Schedule

20.4.2 Level 2 (as defined)

Refer to Wage Rate Schedule
<table>
<thead>
<tr>
<th>Level 3 (as defined)</th>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2nd year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3rd year</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 4 (as defined)</th>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2nd year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3rd year</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client advisor/rehabilitation consultant (as defined)</th>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1 Client Adviser/Rehabilitation Consultant (i.e. qualified rate)</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
### Health Services Union of Australia (Health Professional Services - Private Sector Victoria) Award 2004

**SIAG (Service Industry Advisory Group)**

<table>
<thead>
<tr>
<th>Rate Class</th>
<th>Description</th>
<th>Pay Periods</th>
<th>Rates Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>20.5.2</strong></td>
<td>Grade 2 Client Adviser/Rehabilitation Consultant</td>
<td>23 February 2006</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>23 August 2006</td>
<td>$</td>
</tr>
<tr>
<td><strong>20.5.3</strong></td>
<td>Grade 3 Senior Clinician or Senior Client Adviser/Rehabilitation Consultant</td>
<td>23 February 2006</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>23 August 2006</td>
<td>$</td>
</tr>
<tr>
<td><strong>20.5.4</strong></td>
<td>Grade 4 Principal Client Adviser/Rehabilitation Consultant</td>
<td>23 February 2006</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>23 August 2006</td>
<td>$</td>
</tr>
</tbody>
</table>

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HEALTH SERVICES UNION OF AUSTRALIA (HEALTH PROFESSIONAL SERVICES - PRIVATE SECTOR VICTORIA) AWARD 2004
SIAG (Service Industry Advisory Group)

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

20.5.5(a) Persons employed subject to the Public Sector Management Act 1992; and

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

20.6 Progression through pay points

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

20.7 Notes

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

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

20.7.3 Sole allowance

An employee who is the only person employed in one of the below listed classifications shall be paid, in addition to their appropriate rate, an allowance per week at the rate of 5% of the weekly wage of a UG1 Grade 1, first year of experience:

- Medical Imaging Technologist;
- Radiation Therapy Technologist;
- Nuclear Medicine Technologist;
- Physiotherapist;

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20.7.4 **Higher qualifications**

A health professional who holds an additional qualification and who performs the class of work relating to the said qualification shall receive the allowances as specified below in addition to those prescribed in this clause.

<table>
<thead>
<tr>
<th>Higher qualification - profession</th>
<th>Allowance (payable in respect of only one such qualification)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fellowship of the Medical Imaging</td>
<td>Medical Imaging Technology, Radiation Therapy Technology</td>
</tr>
<tr>
<td>Australian Institute of Technology Radiography or Diploma in Ultrasonography Technology</td>
<td>7.5% of Grade 1 year 3 UG1 rate</td>
</tr>
<tr>
<td>Graduate Diploma in Nuclear Medicine Computer Science (RMIT) Technology or its equivalent or Diploma in Ultrasonography</td>
<td>Nuclear Medicine Technology</td>
</tr>
<tr>
<td>Graduate Diploma in Cardiac Technology Medical Ultrasound, Computer Science (Part 1 only) Health Administration (Part 1 only) or any other recognised equivalent from a tertiary institution</td>
<td>Cardiac Technology</td>
</tr>
<tr>
<td>Post Graduate Diploma (i)-(iv): conferred by the Lincoln Physiotherapy Institute of Health (i)-(iii):Sciences in: Occupational therapy (i) Community Health Speech Pathology (ii) Ergonomics for the (iii): Health industry Prosthetics/Orthotics (iii) Rehabilitation Studies (iv) Manipulative Therapy or the equivalent as recognised by the employer</td>
<td>Physiotherapy Occupational Therapy, Speech Pathology Prosthetics/Orthotics</td>
</tr>
<tr>
<td></td>
<td>7.5% of Grade 1 year 3 UG1 rate</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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20.7.5 Chief structures for amalgamated departments in amalgamated hospitals

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

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

20.7.5(c) No Deputy Chief positions will exist under this structure.

20.7.6 The rates of pay in this award include from the first pay period on or after 23 February 2006, the federal minimum wage payable under the Safety Net Review - Wages May 2004 decision [PR002004] and from the first pay period on or after 23 August 2006, the Safety Net Review - Wages June 2005 decision [PR002005]. Any increase arising from the insertion of the federal minimum wage clause may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the federal minimum wage.

20.8 Definitions

20.8.1 UG1 definitions (in alphabetical order)

20.8.1(a) Cardiac technology

20.8.1(a)(i) Cardiac Technologist (Qualified)

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

20.8.1(a)(ii) Cardiac Technologist Grade 2

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

- Teaching of Cardiac Technology students; or

- Employed on work which in the opinion of the Chief Cardiac Technologist requires special knowledge or depth of experience, e.g. in
20.8.1(a)(iii) Cardiac Technologist Grade 3

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

20.8.1(a)(iv) Deputy Chief Cardiac Technologist

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

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

20.8.1(b) Library

20.8.1(b)(i) Medical Librarian

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

20.8.1(b)(ii) Medical Librarian Grade 2

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

- A librarian in a teaching hospital with university clinical Departments on site; or
- A librarian, who is required to apply specialised knowledge, and to be in charge of one or more
of the following areas on the recommendation of the librarian in charge:

- Computerized information retrieval;
- Interlibrary loans; or
- another such area recognised by the employer.

20.8.1(c) Medical imaging technology

20.8.1(c)(i) Medical Imaging Technology Trainee

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

20.8.1(c)(ii) Medical Imaging Technologist (Qualified)

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

20.8.1(c)(iii) Medical Imaging Technologist Grade 2

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

- Supervision of other Medical Imaging Staff or a section of the department as recognised by the employer, on the recommendation of the Chief Medical Imaging Technologist;

- Employed on work which in the opinion of the Chief Medical Imaging Technologist or the Medical Director, requires special knowledge or depth of experience in one or more of the following - Ultrasound, Computerised Tomography or Cardio-vascular angiography.

20.8.1(c)(iv) Medical Imaging Technologist Grade 3

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

20.8.1(c)(v) Deputy Chief Medical Imaging Technologist

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

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

20.8.1(d) Medical record administration

20.8.1(d)(i) Medical Record Administrator (Qualified)

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

20.8.1(d)(ii) Medical Record Administrator Grade 2

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

- Responsible for clinical trial/data management at recognised trials including national and international trials; or
- Appointed in charge at a department where no other Medical Record Administrator is employed; or
- Employed on work which in the opinion of the Chief Medical Record Administrator requires special knowledge and depth of experience.

20.8.1(d)(iii) Medical Records Administrator Deputy Chief Grade 1

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

20.8.1(d)(iv) Medical Record Administrator Deputy Chief Grade 2

A qualified Medical Record Administrator responsible to the Chief Medical Record Administrator (Grade 3) and appointed to act as his or her deputy.
20.8.1(d)(v) Medical Record Administrator Chief Positions

20.8.1(d)(v)(A) Grade 1
A person appointed as such and who is a qualified MRA (as defined) and is responsible for the administration and control of the Medical Record Department in which at least one and less than three additional MRA’s (as defined) are employed.

20.8.1(d)(v)(B) Grade 2
A person appointed as such and who is a qualified MRA (as defined) and is responsible for the administration and control of the Medical Record Department in which at least three and less than five additional MRA’s (as defined) are employed.

20.8.1(d)(v)(C) Grade 3
A person appointed as such and who is a qualified MRA (as defined) and is responsible for the administration and control of the Medical Record Department in which more than five additional MRA’s (as defined) are employed.

20.8.1(e) Music therapy

20.8.1(e)(i) Music Therapist (Qualified)
A person with a tertiary degree or an equivalent qualification in the field of music therapy or such courses recognised by the Australian Music Therapy Association as being equivalent.

20.8.1(e)(ii) Music Therapist Grade 2
A Music Therapist appointed to the grade with additional responsibilities e.g.:

- Teaching of therapy students; or
- On the recommendation of the Medical Director is in charge of a Music Therapy section of the therapy department; or
- Holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.
20.8.1(f) Nuclear medicine technology

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

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

20.8.1(f)(iii) Nuclear Medicine Technologist Grade 2
A Nuclear Medicine Technologist with additional responsibilities e.g.:

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

20.8.1(f)(iv) Nuclear Medicine Technologist Grade 3
A Nuclear Medicine Technologist with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the employer. Parameters for this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching undergraduate and/or post graduate students and providing education to staff from other disciplines.

20.8.1(f)(v) Deputy Chief Nuclear Medicine Technologist
A qualified Nuclear Medicine Technologist appointed to assist and to deputise for the Chief Nuclear Medicine Technologist:

- Grade 1 - Where the Chief is classified at Grade 2;
- Grade 2 - Where the Chief is classified at Grade 3 or higher.
20.8.1(g) Occupational therapy

20.8.1(g)(i) Occupational Therapist (Qualified)

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

20.8.1(g)(ii) Occupational Therapist Grade 2

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

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

20.8.1(h) Orthoptics

20.8.1(h)(i) Orthoptist (Qualified)

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

20.8.1(h)(ii) Orthoptist Grade 2

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

- Teaching of Orthoptic students; or
- Employed on work which in the opinion of the Chief Orthoptist required special knowledge and depth of experience; or
- On the recommendation of the Chief Orthoptist is in charge of a section of the Orthoptic Department recognised by the employer.

20.8.1(i) Photography or illustration

20.8.1(i)(i) Medical Photographer or Illustrator

A person possessing a Diploma or Degree in Photography or Art as recognised by the Australian Institute of Medical and Biological Illustration.
20.8.1(i)(ii) Medical Photographer/Illustrator Grade 2

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

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

20.8.1(j) Physiotherapy

20.8.1(j)(i) Physiotherapist (Qualified)

A person holding a Degree or Diploma issued by or approved by the Physiotherapy Registration Board of Victoria.

20.8.1(j)(ii) Physiotherapist Grade 2

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

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

20.8.1(k) Podiatry

20.8.1(k)(i) Podiatrist (Qualified)

A person holding a Degree or Diploma approved by the Podiatrists Registration Board of Victoria.

20.8.1(k)(ii) Podiatrist Grade 2

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

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

20.8.1(l) Radiation therapy technology

20.8.1(l)(i) Radiation Therapy Technology Trainee

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

20.8.1(l)(ii) Radiation Therapy Technologist (Qualified)

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

20.8.1(l)(iii) Radiation Therapy Technologist Grade 2

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

20.8.1(l)(iv) Radiation Therapy Technologist Grade 2(a)

Second in charge of Treatment Unit - A qualified radiation therapy technologist appointed to this grade and who is required to undertake responsibility additional to that of the Radiation Therapy Technologist Grade 1.
20.8.1(l)(v) Radiation Therapy Technologist Grade 2(b)

In charge of a Treatment Unit - A qualified radiation therapy technologist appointed to this grade and who is in charge of a Treatment Unit (MVT, DXRT, SXRT), peripheral unit, or planning sub-unit.

20.8.1(l)(vi) Radiation Therapy Technologist Grade 2(c)

Major Administrative role - A qualified radiation therapy technologist appointed to this grade and who undertakes significant administrative or educational responsibility.

20.8.1(l)(vii) Radiation Therapy Technologist Grade 3

Assistant Department Head - A qualified radiation therapy technologist appointed to this grade and who heads up a nominated section, e.g. treatment, planning, education.

20.8.1(l)(viii) Radiation Therapy Technologist Grade 4

Deputy Head of Radiological Treatment Service - A qualified radiation therapy technologist appointed to this classification.

20.8.1(l)(ix) Radiation Therapy Technologist Grade 5

Head of Radiological Treatment Service - A qualified radiation therapy technologist appointed to take charge of the Radiological Treatment Service.

20.8.1(m) Recreation therapy

20.8.1(m)(i) Recreation Therapist (Qualified)

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

20.8.1(m)(ii) Recreation Therapist Grade 2

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

- Teaching of therapy students; or
- On the recommendation of the Medical Director is in charge of a recreation therapy section of the therapy department.
20.8.1(n) Social work

20.8.1(n)(i) Social Worker (Qualified)

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

20.8.1(n)(ii) Social Worker Grade 2

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

- Teaching of Social Work students; or
- Employed on work which in the opinion of the Chief Social Worker requires special knowledge and depth of experience in any one or more of the following:
  - Individual and family and/or group practice; or
  - Program development and management; or
  - Research/evaluation.

- On the recommendation of the Chief Social Worker, is in charge of a section of the Social Work Department recognised by the employer.

20.8.1(o) Speech pathology

20.8.1(o)(i) Speech Pathologist (Qualified)

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

20.8.1(o)(ii) Speech Pathologist Grade 2

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

- Supervision of Speech Pathology Students; or
- On the recommendation of the Chief Speech Pathologist is in charge of a section of the Speech Pathology Department recognised by the employer; or
- Holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

SIAG Disclaimer: Please Note that this award is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.
20.8.1(p) General definitions

20.8.1(p)(i) Senior Clinician

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

20.8.1(p)(ii) All other Deputy Chief positions

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

20.8.1(p)(iii) All other Chief positions

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

20.8.1(p)(iii)(A) Chief Grade 1

A person in charge of 1 to 5 full-time professionals and/or other employees totalling at least 6 in number.

20.8.1(p)(iii)(B) Chief Grade 2

A person in charge of 6 to 14 full-time professionals and/or other employees totalling at least 15 in number.

20.8.1(p)(iii)(C) Chief Grade 3

A person in charge of 15-24 full-time professionals and/or other employees totalling at least 26 in number.
20.8.1(p)(iii)(D) Chief Grade 4

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

20.8.1(p)(iii)(E) Chief Grade 5

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

20.8.2 UG2 Definitions

20.8.2(a) Orthotics/prosthetics

20.8.2(a)(i) Orthotist/Prosthetist (Qualified)

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

20.8.2(a)(ii) Orthotist/Prosthetist Grade 2

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

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

20.8.2(a)(iii) Deputy Chief

A person appointed to deputise for the Chief.

20.8.2(a)(iv) Chief

A person immediately responsible to the Medical Director for the organisation of the department.
20.8.2(a)(iv)(A) Chief Grade 1
A person in charge of 1 to 3 full-time professionals.

20.8.2(a)(iv)(B) Chief Grade 2
A person in charge of 4 to 8 full-time professionals.

20.8.2(a)(iv)(C) Chief Grade 3
A person in charge of 9 to 14 full-time professionals.

20.8.3 UG3 Definitions

20.8.3(a) Medical laboratory technology

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

20.8.3(a)(ii) Medical Laboratory Technician Trainee
An employee engaged in studies leading to the above qualification.

20.8.3(a)(iii) Medical Laboratory Technician Grade 2
A Medical Laboratory Technician appointed to the Grade with additional responsibilities e.g.:

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

20.8.4 Other definitions

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

20.8.4(a)(i) Level 1 - Child Psychotherapist

- Holds a basis bachelor degree in Occupational Therapy, Psychology or Social work and has at least two years post graduate clinical experience in a child mental health setting as a pre-requisite for acceptance into Psychotherapy training.

- Is undertaking a recognised post-graduate study as a Psychotherapist.

- Provides a clinical service under supervision. Provided further that a person classified at Level 1 shall have their years of service recognised one, two or three years in advance should they possess an Honours, Masters or Doctorate respectively.

20.8.4(a)(ii) Level 2 - Qualified Child Psychotherapist

- Has completed a post-graduate course of study in Psychotherapy.

- Provides a clinical service.

20.8.4(a)(iii) Level 3 - Senior Child Psychotherapist

A person appointed as such. Appointees will provide:

- A specialist clinical service.

- Teaching/supervision for employees on a recognised Psychotherapy training program.

- A Psychotherapy component to the Child and Family Psychiatry Department’s Continuing Education Program.

- And accept responsibility for a clinical consultation service to professional staff within and external to the hospital.

20.8.4(a)(iv) Level 4 - Principal Child Psychotherapist

- Holds a basic bachelor degree in an appropriate field.
• Has at least 5-6 years clinical experience since completing a post-graduate course in Psychotherapy.

• Expected to ensure and maintain the provision of a high professional standard of specialised psychotherapy service delivery.

• Is responsible and accountable for the administration of a psychotherapy unit within an organisation.

• Is responsible for formulating and implementing policies for the psychotherapy discipline in consultation with the Professor/Director of the Department of Child and Family Psychiatry.

• Is responsible for the clinical supervision of qualified psychotherapy staff.

• Holds major training responsibilities in one or more of the Psychotherapy Training Schools.

• Responsible for initiating and conducting relevant research.

20.8.4(b) Client adviser/rehabilitation consultant

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

20.8.4(b)(i) Grade 2 Client Adviser/Rehabilitation Consultant

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

20.8.4(b)(ii) Grade 3 Senior Clinician or Senior Client Adviser/Rehabilitation Consultant
20.8.4(b)(ii)(A) A Senior Clinician is a qualified Client Adviser/Rehabilitation Consultant with at least seven years’ experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge as recognised by the employer. Parameters of this position would include some of the following: consultative role, lecturing in their clinical specialty, teaching under-graduates and/or post-graduate students and providing education to staff from other disciplines.

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

20.8.4(b)(iii) Grade 4 Principal Client Adviser/Rehabilitation Consultant

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

(End of Clause)
CLAUSE 21.  HIGHER DUTIES

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

(End of Clause)
CLAUSE 22. PAYMENT OF WAGES

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

(End of Clause)
CLAUSE 23.  DEDUCTIONS AND ALLOWANCES  
Issued 4 April 2008

23.1  Board and lodging

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

**Rates per week – deductible from the first pay period on or after 4 April 2008**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainees and juniors</td>
<td>$11.62</td>
</tr>
<tr>
<td>Others</td>
<td>$26.32</td>
</tr>
<tr>
<td>Self-contained furnished</td>
<td>$40.35</td>
</tr>
<tr>
<td>accommodation</td>
<td></td>
</tr>
</tbody>
</table>

and, except where the employee buys his or her meals at ruling cafeteria rates, by an additional amount of $17.43, which is payable on and from the first pay period on or after 4 April 2008.

23.2  Meal allowance

An employee shall either be supplied with a meal or be paid an allowance of $10.22, which is payable on and from the first pay period on or after 4 April 2008.

23.2.1  When overtime in excess of one hour is worked after the usual time of ceasing work for the day; or

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

23.3  Telephone allowance

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

(End of Clause)
CLAUSE 24. OCCUPATIONAL SUPERANNUATION

24.1 Superannuation legislation

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

24.1.2 Notwithstanding 24.1.1, the following provisions shall also apply.

24.2 Definitions

24.2.1 The fund for the purpose of this clause shall mean the:

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

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

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

24.2.2(a) Remuneration for a worker’s weekly number of hours of work calculated at the ordinary time rate of pay;

24.2.2(b) The cash value of any deduction for board and lodging;

24.2.2(c) Overaward payments for ordinary hours of work.

24.2.2(d) Shift work premiums;

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

24.2.2(f) Supplementary payment;

24.2.2(g) Service grant;

24.2.2(h) Tool allowance (where it is paid as part of regular work).

24.3 Employers to become a party to the Fund

24.3.1 A respondent employer shall make application to the Fund to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.
24.3.2 A respondent employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.

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

24.4 Eligibility of employees

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

24.4.2 Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in 24.3.3 was forwarded to the Fund.

24.5 Employer contributions on behalf of each employee

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

24.5.2 In accordance with the requirements of the relevant Acts, as mentioned, a respondent employer shall not be required to pay superannuation contributions in respect of employees who earn less than $450.00 in a calendar month or upon reaching the age of 65.

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

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

24.5.5 The Fund and the amount of contributions paid in accordance with this clause and 24.8 shall be included in pay advice notices provided by employers to each employee.

24.5.6 Contributions shall continue to be paid in accordance with this clause during any period in respect of which any employee is entitled to receive accident pay in accordance with clause 43 - Accident pay.

24.6 Unpaid absences

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

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

24.8 Employee contributions

24.8.1 An employee may make contributions to the Fund in addition to those made by the respondent employer under 24.5.

24.8.2 An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the Fund, from the employee’s wages, amounts specified by the employee in accordance with the Fund Trust Deed and Rules.

24.8.3 An employer, who receives written authorisation from an employee, must commence making payments into the Fund on behalf of the employee within fourteen days of receiving the authorisation.

24.8.4 An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within fourteen days of receiving the authorisation. An employee may only vary his or her additional contributions once each month.

24.8.5 Additional employee contributions to the Fund requested under this clause shall be expressed in whole dollars.

24.9 Exemptions

24.9.1 This clause shall not apply to any employer who contributes to the Hospitals’ Superannuation Board Fund in respect of their employees.

24.9.2 A respondent employer may make application for exemption from 24.5 in respect of contributions to the Fund for employees who are not members of the union.

24.9.3 Applications for exemption shall be determined in accordance with the Superannuation Test Case [Print R7700] or any decision made in succession thereto.

24.9.4 It is recorded that the scheme specified in the first column hereunder is a scheme to which this clause applies and that the agreement of the union and its members has effect on or after the date correspondingly set out in the second column hereunder:

<table>
<thead>
<tr>
<th>Name of Scheme</th>
<th>Date of effect of union agreement</th>
</tr>
</thead>
</table>

(End of Clause)

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PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK and WEEKEND WORK

CLAUSE 25.  HOURS OF WORK

25.1 The hours for an ordinary weeks’ 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:

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

25.1.2 By mutual agreement:

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

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

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

25.2 Averaging

25.2.1 For all purposes the hourly rate is deemed to be the weekly rate prescribed by clause 20 - Wage rates, divided by 38, provided that where the averaging system is used by full-time employees, an employee’s ordinary wage for ordinary hours is deemed to be the weekly rate prescribed in clause 20 - Wage rates, and shall be paid each week even though more or less than 38 ordinary hours are worked in that week

25.2.1(a) An employee shall accrue a credit for each day in which he or she works ordinary hours in excess of the daily average of 7 hours 36 minutes. The credit is carried forward so that in each cycle an “accrued day off” is paid.

25.2.2 All paid leave accrues the credit in 25.2.1.

25.2.3 A paid leave day shall be identical to a worked day.

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

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

(End of Clause)
CLAUSE 26. MEAL INTERVAL

26.1 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.

26.2 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.

(End of Clause)
CLAUSE 27. 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.

(End of Clause)
CLAUSE 28. DUTY ROSTER

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

(End of Clause)
CLAUSE 29. OVERTIME

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

29.2 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:

29.2.1 any risk to employee health and safety;

29.2.2 the employees personal circumstance;

29.2.3 the needs of the workplace or enterprise;

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

29.2.5 any other reasonable matter.

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

29.3.1 In excess of ordinary hours of work on any one day - time and a half for the first two hours and double time thereafter.

29.3.2 Outside a spread of twelve hours from the commencement of the rostered period of duty - double time.

29.3.3 Outside a spread of ten hours from the commencement of work by an employee rostered to work broken shifts - time and a half; and outside a spread of twelve hours - double time.

29.3.4 In the event of an employee being recalled to duty for any period during an off-duty period such employee shall be paid from the time of receiving the recall until the time of returning to the place from which he or she was recalled with a minimum of two hours payment for each recall, at the following rates:

29.3.4(a) Within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and half.

29.3.4(b) Outside a spread of twelve hours from the commencement of the last period of ordinary duty - double time.

29.3.4(c) By mutual agreement with the employer an employee shall be allowed to take time off in lieu of overtime.

29.4 Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

29.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
29.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

29.4.3 An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in 29.3, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.

29.4.4 Clause 29.4 is subject to the employer informing the union of its intention to introduce an enterprise system of time off in lieu of overtime flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

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

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

29.5 Notwithstanding anything contained in Clause 42 -Trainee Supervision any trainee may, due to medical emergency, be required to work reasonable overtime or shift duty at the discretion of the employer. Such overtime or shift duty shall be subject to the rates and/or allowances provided for elsewhere in this award.

(End of Clause)
CLAUSE 30. ON CALL/RE-CALL ALLOWANCE

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

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

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

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

30.5 If on the instructions of his or her employer, such an employee resumes or continues work without having had such eight consecutive hours off duty he or she shall be paid at the rate of double time until he or she is released from duty for such rest period and he or she shall then be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. If an employee resumes work of his or her own volition overtime will be computed in terms of clause 29 - Overtime. An employee who resumes work voluntarily shall be entitled without loss of pay to attend to ablution and sustenance matters.

(End of Clause)
CLAUSE 31. SHIFT WORK ALLOWANCE

31.1 In addition to any other rates prescribed elsewhere in this award an employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2-1/2% of the rate applicable to first year of experience after qualifications for that employee per rostered period of duty.

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

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

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

(End of Clause)
CLAUSE 32. SPECIAL RATES FOR SATURDAYS AND SUNDAYS

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

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

32.3 Any re-call to duty on a Saturday or Sunday shall be paid in accordance with clauses 29 - Overtime or 30 - On call/re-call allowance, as applicable.

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

(End of Clause)
CLAUSE 33. SUMMER TIME

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

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

33.1.2 commencing on or before the time prescribed pursuant to such legislation for the termination of a summer time period - shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the legislation.

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

(End of Clause)
PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

CLAUSE 34. ANNUAL LEAVE
Issued 21 February 2006

34.1 Period of leave

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

34.2 Annual leave exclusive of public holidays

The annual leave prescribed in 34.1 shall be exclusive of any of the holidays prescribed by clause 38 - Public holidays, and if any such holiday falls within an employee’s period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

34.3 Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by 34.7, payment shall not be made or accepted in lieu of annual leave.

34.4 Time of taking leave

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

34.4.2 To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to:

34.4.2(a) take annual leave in separate period, including up to 10 single days; and

34.4.2(b) accrue and carry forward any amount of annual leave for up to two years from the date of entitlement.

34.5 Leave allowed before due date

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

34.5.2 Where leave has been granted to an employee pursuant to this clause before the right thereto has accrued due, and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months’ continuous service in respect of which the leave was granted, and the sum paid by the employer to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay under 34.7, the

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34.6 Payment for period of leave

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

34.7 Proportionate leave

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

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

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

34.8 Weekend worker

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

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

34.8.3 Clauses 34.8.1 and 34.8.2 shall not apply to any weekend on which the employee works four hours or less.

34.9 Annual leave loading

An employee entitled to annual leave (including proportionate leave) shall be paid an annual leave loading of 17-1/2% of the ordinary weekly rate of pay for the classification at which the employee is employed at the commencement of their annual leave, up to a maximum annual base salary of $58,692.40, on and from the first pay period on or after 23 February 2006, and $60,687.94, on or after the first pay period from 23 August 2006.

34.10 Sickness during annual leave

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

(End of Clause)
CLAUSE 35. PERSONAL LEAVE  
Issued 21 Feb 2006

35.1 Amount of paid personal leave

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

35.1.1 up to 91 hours and 12 minutes in the first year of service;
35.1.2 up to 106 hours and 24 minutes each year in the second, third and fourth year of service;
35.1.3 thereafter, 159 hours and 36 minutes in the fifth and following years of service.

35.2 Immediate family or household

35.2.1 The entitlement to use personal leave to care for immediate family or household members is subject to the person being either a member of the employee’s immediate family or a member of the employee’s household.

35.2.2 The term immediate family includes:

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

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

35.3 Personal leave for personal injury or sickness

35.3.1 An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury. Provided that such illness is certified by a legally qualified medical practitioner or is evidenced by the production of a statutory declaration within 48 hours of the commencement of such absence.

35.3.2 Leave taken by an employee under 35.3.1 is deducted from the amount of personal leave under 35.1.

35.3.3 An employee may be absent for one day on personal leave for personal injury or sickness without furnishing evidence of such sickness on not more than three occasions in any one year.
35.4  Cumulative personal leave

35.4.1 An employee is entitled to use accumulated personal leave for personal injury or sickness if the employee has already used the current year's personal leave.

35.4.2 Personal leave entitlements which are untaken at the completion of the year shall accumulate.

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

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

35.4.5 All personal leave accrued to the date of this award shall be deemed to be accumulated and transferable as in 35.3.1.

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

35.5  Personal leave to care for immediate family or household members

35.5.1(a) An employee is entitled to use up to ten days per annum of their personal leave, including accrued leave, to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Leave may be taken for part of a single day.

35.5.1(b) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 35.5.1(a), beyond the limit set out in 35.5.1(a). In such circumstances the employer and the employee shall agree upon the additional amount that may be accessed.

35.5.2 The entitlement to use personal leave is subject to the employee being responsible for the care of the person concerned.

35.5.3 Evidence supporting claim

35.5.3(a) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical
certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

35.5.3(b) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

35.5.4 In normal circumstances an employee must not take personal leave under this clause where another person has taken leave to care for the same person.

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

35.5.6 Each day or part of a day personal leave taken in accordance with 35.5.1(a) is to be deducted from the amount of personal leave provided in 35.1 up to a maximum of 10 days per annum.

35.5.7 An employee is entitled to use accumulated personal leave as paid personal leave to care for a family or household member, in accordance with 35.5, if the employee has used the current year’s personal leave entitlement.

35.6 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, he or she is entitled to take unpaid personal leave to care for members of his or her immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion, provided the requirements of 35.5.3 and 35.5.5 are met.

35.7 Make-up time

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

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

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

35.7.3 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.
35.7.4 Once a decision has been taken to introduce an enterprise system of make-up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 131R of the Workplace Relations Regulations.

35.8 Casual Employment: caring responsibilities

35.8.1 Subject to the evidentiary and notice requirements in 35.5.3 and 35.5.5, casual employees are entitled to not be available to attend work, or to leave work:

- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

- upon the death in Australia of an immediate family or household member.

35.8.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

35.8.3 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.

(End of Clause)
CLAUSE 35A. BEREAVEMENT LEAVE

35A.1 Paid leave entitlement

An employee is entitled to up to four days paid leave on each occasion if a member of the employee’s immediate family or household within Australia dies or is seriously ill or, outside of Australia, dies.

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

35A.2 Unpaid bereavement leave

An employee is entitled to use unpaid leave up to four days annually when a member of the employee’s immediate family or household in Australia dies/is seriously ill or, outside Australia, dies, if the employee has already used the entitlement under 35A.1. An employee may take additional unpaid bereavement leave by agreement with the employer.
CLAUSE 36.  PARENTAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees and eligible casual employees.

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

36.1 Definitions

36.1.1 For the purposes of this clause an eligible casual employee means a casual employee employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months and that the employee has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment. For the purposes of this clause continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

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

36.1.1(a) the employee or employee’s spouse is pregnant; or
36.1.1(b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

36.1.2 For the purpose of this clause child means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

36.1.3 Subject to 36.1.4, spouse includes a de facto or former spouse.

36.1.4 In relation to 36.5, spouse includes a de facto spouse but does not include a former spouse.

36.2 Basic entitlement

36.2.1 After twelve months’ continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

36.2.2 Subject to clauses 36.3.6 and 36.7 parental leave is to be available to only one parent at a time in a single unbroken period, except that both parents may simultaneously take:

36.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
36.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.
36.3 Maternity leave

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

36.3.1(a) of the expected date of confinement (including a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks;

36.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

36.3.2 When the employee gives notice under 36.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

36.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

36.3.4 Subject to 36.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

36.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

36.3.6 Special maternity leave

36.3.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

36.3.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.

36.3.6(c) Where an employee not then on maternity leave suffers an illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks or longer as agreed under clause 36.7.

36.3.7 Where leave is granted under 36.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
36.4 Paternity leave

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

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

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

36.4.1(c) a statutory declaration stating:

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

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

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

36.4.2 An employee will not be in breach of 36.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

36.5 Adoption leave

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

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

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

36.5.2(b) particulars of any period of adoption leave sought or taken by the employee’s spouse; and

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

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

36.5.4 Where the placement of the child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee’s return to work.
36.5.5 An employee will not be in breach of 36.5.1 as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

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

36.6 Variation of period of parental leave

Where an employee takes leave under clause 36.2.1 or 36.7.1(b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 36.2.1 or 36.7.1(b).

36.7 Right to request

36.7.1 An employee entitled to parental leave pursuant to the provisions of clause 36.2 may request the employer to allow the employee:

36.7.1(a) to extend the period of simultaneous unpaid parental leave provided for in clause 36.2.2 up to a maximum of eight weeks;

36.7.1(b) to extend the period of unpaid parental leave provided for in 36.2.1 by a further continuous period of leave not exceeding 12 months;

36.7.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

36.7.2 The employer shall consider the request having regard to the employee’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

36.7.3 Employee’s request and the employer’s decision to be in writing

The employee’s request and the employer’s decision made under 36.7.1(b) and 36.7.1(c) must be recorded in writing.

36.7.4 Request to return to work part-time

Where an employee wishes to make a request under clause 36.7.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
HEALTH SERVICES UNION OF AUSTRALIA (HEALTH PROFESSIONAL SERVICES - PRIVATE SECTOR VICTORIA) AWARD 2004
SIAG (Service Industry Advisory Group)

36.8 Parental leave and other entitlements
An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued, subject to the total amount of leave not exceeding 52 weeks or longer as agreed under clause 36.7.1.

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

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

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

36.10.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 36.9 the employee will be entitled to return to the position they held immediately before such transfer.

36.10.3 Where such position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

36.10.4 An employer must not fail to re-engage a casual employee because:
36.10.4(a) the employee or employees spouse is pregnant; or
36.10.4(b) the employee is or has been immediately absent on parental leave.

36.11 Replacement employees
36.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

36.11.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

36.12 Communication during parental leave
36.12.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
36.12.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
36.12.1(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

36.12.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee’s decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

36.12.2 The employee shall also notify the employer of changes of address or other contact details which might affect the employer’s capacity to comply with 36.12.1.

(End of Clause)
37.1 Entitlement

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

37.1.2 Subject to 37.1.3 the amount of such entitlement shall be:

37.1.2(a) On the completion by the employee of fifteen years’ continuous service - six months long service leave and thereafter an additional two months’ long service leave on the completion of each additional five years’ service.

37.1.2(b) In addition, in the case of an employee who has completed more than fifteen years’ service and whose employment is terminated otherwise than by death of the employee, an amount of long service leave equal to 1/30th of the period of his or her service since the last accrual of entitlement to long service leave under 37.1.2(a).

37.1.2(c) In the case of an employee who has completed at least ten years service, but less than fifteen years’ service and whose employment is terminated for any cause other than serious and willful misconduct, such amount of long service leave as equals 1/30th of the period of service.

37.1.3 For the purpose of determining the entitlement under any provisions of this clause in respect of a period of employment beginning before 31 December 1964, and ending after the said date, so much of that service as was completed before the said date shall be reduced by one-quarter.

37.1.4 Long service leave - transitional provision

37.1.4(a) With respect to Qualified Social Workers (as defined) in hospitals, the rate of accrual of the long service leave entitlement set out in 37.1.2 shall apply prospectively from 24 December 1991.

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

37.2 Service entitling to leave

37.2.1 Subject to this clause, the service of an employee of an Institution or Statutory Body shall include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by 37.1.

37.2.2 When calculating the aggregate of service entitling to leave, any period of employment with any one of the said Institutions or Statutory Bodies of less than six month’s duration shall be disregarded.
37.2.3 For the purposes of this clause service shall be deemed to be continuous notwithstanding:

37.2.3(a) the taking of any annual leave or long service leave;

37.2.3(b) any absence from work of not more than fourteen days in any year of on account of illness or injury or if applicable such longer period as provided in clause 35 - Personal/carer’s leave;

37.2.3(c) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;

37.2.3(d) any absence on account of injury arising our of or in the course of the employment of the employee for a period during which payment is made under clause 43 - Accident pay;

37.2.3(e) any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service.

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

37.2.4(a) any interruption arising directly or indirectly from an industrial dispute;

37.2.4(b) any period of absence from employment between one Institution or Statutory Body or another provided it is less than the allowable period of absence from employment.

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

37.2.4(c) the dismissal of an employee if the employee is re-employed within a period not exceeding two months from the date of such dismissal;

37.2.4(d) any absence from work of a female employee for a period not exceeding 12 months or longer as agreed under 36.7.1 in respect of any pregnancy.

37.2.4(e) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of his or her employment not covered by 36.2.4(d).

37.2.5 The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the employee concerned. A certificate in the following form shall constitute acceptable proof.
Certificate of Service

................................................… … ........ (Name of Institution)
................................................… … … … … … … … … … … … (Date)

This is to certify that.......................................................... (Name of Employee) has been employed by this institution/society/board for a period of ................................................… … … … … … … … … … … … (years/months/etc) from ................................................… … … … … … … … … … … … (dates) to ........................................

Specify hereunder full details of paid or unpaid leave or absences including periods represented by payment made in lieu of leave on termination:

.......................................................................................................................

Specify hereunder full details of Long Service Leave granted during service or on termination:

......................................................................................................................................

...............................................................................................................................

Signed .................................................................Stamp of Institution

37.2.6 Every employer shall keep or cause to be kept a long service leave record for each employee, containing particulars of service, leave taken and payments made.

37.3 Where an employee who has completed at least ten years service dies while still in the employ of the employer, the employer shall pay to such employee’s personal representative a sum equal to the pay of such an employee for 1/30th of the period of the employee’s continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the employee.

37.4 Payment for period of leave

37.4.1 Payment to an employee in respect of long service leave shall be made in one of the following ways:

37.4.1(a) in full in advance when the employee commences his or her leave; or

37.4.1(b) at the same time as payment would have been made if the employee had remained on duty, in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or

37.4.1(c) in any other way agreed between the employer and the employee.

37.4.2 Where the employment of an employee is for any reason terminated before he or she takes any long service leave to which he or she is entitled, or where any long service leave accrues to an employee pursuant to 37.1.2(b), the employee shall, subject to the provisions of 37.4.3, be entitled to pay in respect of such leave as at the date of termination of employment.

37.4.3 Where any long service leave accrues to an employee pursuant to 37.1.2 (c) the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

Provided that in the case of an employee of an Institution or Statutory Body who accrues long service leave entitlement pursuant to 37.1.2(c) and who intends to be re-employed by another Institution or Statutory Body:
37.4.3(a) such an employee may in writing request payment in respect of such leave to be deferred until the expiry of the employee’s allowable period of absence from employment, as provided in 37.2.4 (b); and

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

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

37.4.4 Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

37.5 Taking of leave

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

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

37.5.3 If the employer and an employee so agree:

37.5.3(a) the first six months long service leave to which an employee becomes entitled under this award may be taken in two or three separate periods; and

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

37.5.4 An employer may by agreement with an employee grant long service leave to the employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed ten years service.

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

For the purpose of this clause the following definitions apply:

37.6.1 Institution shall mean any hospital or benevolent home, community health centre, Society or Association registered pursuant to the Health Services Act 1988 (or the former Hospital and Charities Act 1958) or the Cancer Institute (constituted under the Cancer Act 1958).

37.6.2 Month shall mean a calendar month.

37.6.3 Pay means remuneration for an employee’s normal weekly hours of work calculated at the employee’s ordinary time rate of pay in clause 20 - Wage rates, at the time the leave is taken or (if he or she dies before the completion of leave so taken) as at the time of his or her death, and shall include the amount of any increase to the employee’s ordinary time of pay which occurred during the period of leave as from the date such increase operates, provided that where accommodation is made available to an employee during his or her period of leave and where a deduction is made for the rental thereof pursuant to clause 23 - Deductions and allowances, such amount shall be deducted from the pay for the period of leave.

37.6.4 Statutory Body means the Hospital and Charities Commission (Vic), the Health Commission of Victoria and/or the Victorian Nursing Council and successors thereto.

(End of Clause)
CLAUSE 38. PUBLIC HOLIDAYS

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

38.1.1 New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

38.1.2 The following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen’s Birthday, Eight Hour Day or Labour Day; and

38.1.3 Melbourne Cup Day or in Lieu of Melbourne Cup Day, some other day as deemed in a particular locality.

38.2 Holidays in lieu

38.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

38.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

38.2.3 When New Year’s Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

38.3 Additional days

Where in the States, Territories or locality, public holidays are declared or prescribed on days other that those set out in 38.1 and 38.2, those days shall constitute additional holidays for the purpose of this award.

38.4 Substitution of public holidays by agreement

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

38.4.2 An agreement pursuant to 38.4.1 shall be recorded in writing and be available to every affected employee.

38.4.3 The union which is a party to this award shall be informed of an agreement pursuant to 38.4.1.

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

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

38.6.1 within four weeks following the date on which such holiday occurred:

38.6.1(a) one and a half extra days pay;
38.6.1(b) one and a half days off in lieu thereof with at least seven days notice shall be given;

38.6.1(c) one and a half days shall be added to his or her annual leave.

38.6.2 in the case of an employee not qualifying for annual leave and where none of the provisions of 38.6.1 have been applied, the one and a half days pay shall be added to the payment in lieu of annual leave; and

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

38.7 In respect of Easter Saturday, an employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one days pay in respect of Easter Saturday or where there is mutual consent, within four weeks following the date on which such holiday occurred the employee may take one day off in lieu or have one day added to their annual leave.

38.8 Notwithstanding the earlier provisions of this clause a weekend worker (as defined in 34.8) who works on any of the holidays set out in 38.1 shall be entitled (in lieu of any entitlement under 38.2) to one and a half extra days pay on the first pay day following the end of the pay period during which the holiday falls.

38.9 If, at the end of the yearly period in respect of which his or her annual leave accrues such weekend worker does not become entitled to additional leave under clause 34 - Annual leave, he or she shall, at the option of the employer, be entitled to one and a half extra days pay or one and half extra days annual leave for each such holiday on which he or she was rostered off.

38.10 Where an employee’s accrued day off falls on any such public holiday, a substitute day shall be determined by the employer to be taken in lieu thereof, such day to be within the same four week cycle where practical.

38.11 Notwithstanding the provisions of 38.2, with the exception of Easter Saturday, an employee who is ordinarily not required to work on a Sunday or Saturday shall not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless he or she is required to work on any such public holiday.

(End of Clause)
CLAUSE 39.  EXAMINATION LEAVE

39.1 Qualified employees shall be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications relevant to award classification as approved from time to time by the respective ethical bodies representing the individual employee.

39.2 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 desired.

39.3 Any leave granted under the provisions of this clause shall be exempt from, and in addition to, the provisions of clause 34 - Annual leave.

(End of Clause)
CLAUSE 40.  JURY SERVICE

40.1 An employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

40.2 An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her employer proof of his or her attendance at court, the duration of such attendance and the amount received in respect of such jury service.

(End of Clause)
PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

CLAUSE 41. TRAVELLING ALLOWANCE
Issued 4 April 2008

41.1 Should an employee be required to use his or her vehicle for transport from home to place of work and return outside of normal hours, the employee is to receive such allowance corresponding with the mileage rates as determined from time to time by the Australian Public Service and set out in the Australian Public Service Award 1998 [AW766579 Print Q7548], with a minimum payment of $1.15 for each occasion of such use, which is payable on and from the first pay period on or after 4 April 2008, as follows:

<table>
<thead>
<tr>
<th>Engine capacity of motor vehicle not being a motor vehicle powered by a rotary engine</th>
<th>Engine capacity of a motor vehicle powered by a rotary engine</th>
<th>Rate of allowance per kilometre ($) payable on and from the first pay period on or after 4 April 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 3000cc</td>
<td>More than 1500cc</td>
<td>0.67</td>
</tr>
<tr>
<td>More than 2000cc but not more than 3000cc</td>
<td>More than 1000cc but not more than 1500cc</td>
<td>0.64</td>
</tr>
<tr>
<td>More than 1600cc but not more than 2000cc</td>
<td>More than 800cc but not more than 100cc</td>
<td>0.63</td>
</tr>
<tr>
<td>1600cc or less</td>
<td>800cc or less</td>
<td>0.55</td>
</tr>
</tbody>
</table>

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

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

41.4 Notwithstanding anything contained in 41.3, where a hospital does not provide transport and an employee agrees to use his or her vehicle during normal working hours on hospital business, the employee is to receive such an allowance corresponding with the per kilometer rates as prescribed in 41.1.

41.5 Any approved fares incurred by an employee in the performance of his or her duty shall be reimbursed by the employer.

(End of Clause)
PART 9 - TRAINING

CLAUSE 42. TRAINING

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.

(End of Clause)
PART 10 - ACCIDENT PAY, EQUIPMENT, CLOTHING AND TOOLS ALLOWANCES

CLAUSE 43. ACCIDENT PAY

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

43.2 Definitions

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

43.2.1 Accident pay

43.2.1(a) Total incapacity

Means, in the case of an employee who is deemed to be totally incapacitated within the meaning of the Accident Compensation Act 1985 (hereinafter referred to as the Act) and arising from an injury covered by this clause, a weekly payment of an amount representing the difference between the total amount of compensation payable under the Act for the week in question and the 38 hour weekly rate and weekly overaward payment for a day worker which would have been payable under this award for the employee’s normal classification of work for the week in question if he or she had been performing or her normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

43.2.1(b) Partial incapacity

Means, in the case of an employee who is or deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this clause, a weekly payment of an amount representing the difference between the total amount of compensation payable under the Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workcover Conciliation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly overaward payment for the week in question if he or she had been performing his or her normal duties, provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

43.2.1(c) The total hour weekly award rate and weekly overaward payment abovementioned shall be the same as that applying for a total incapacity provided that where and employee receives a weekly payment under the Act, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.
43.2.1(d) For the purposes of the calculation of the total hour weekly award rate and weekly overaward payment in 43.2.1(a) and 43.2.1(b) payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

43.2.1(e) Payment for part of a week

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

43.2.2 Injury

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

43.2.3 Act

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

43.3 Eligibility for payment

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

43.3.1 Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom he or she was employed at the time of the incapacity and then only for such period as he or she receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from his or her employer but such alternative employment is available with another employer then the relevant amount of accident pay will still be payable.

43.3.2 In the case of the termination of employment by an employer of an employee who is incapacitated and who, except for such termination, would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or willful misconduct on the part of the employee. In order to qualify for the continuance of accident pay on termination an employee shall if required provided evidence to his or her employer continuing payment of weekly workers compensation payments.

43.3.3 Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks, and then subject to 43.3.5 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
43.3.4 Industrial disease contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in Section 3 of the Act) shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

43.3.5 Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity. However, an employee who contracts and infectious disease in the course of duty and is entitled to receive worker’s compensation therefore shall receive accident pay from the first day of incapacity.

43.4 Maximum period of payment

The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in 43.2.2.

43.5 Absences on other paid leave

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

43.6 Notice of injury

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

43.7 Medical examination

43.7.1 In order to receive the entitlement to accident pay and employee shall conform to the requirements of the Act as to medical examination.

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

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

43.8 Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the Act, the employer’s liability to pay accident pay shall cease from the date of such cessation or redemption.
43.9 Civil damages claim

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

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

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

43.10 Insurance against liability

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

43.11 Variations in compensation rates

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

43.12 Death of an employee

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

(End of Clause)
CLAUSE 44. ALLOWANCE
Issued 4 April 2008

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

44.2 Notwithstanding 44.1, the employer may, by agreement with the employee, pay an allowance of $6.19 per week, or $1.22 cents a day when the employee is expected to provide his or her own uniforms or coats. When such employee’s uniforms or coats are not laundered at the expense of the employer, the employee shall be paid a laundry allowance of 30 cents per day or $1.47.

(End of Clause)
CLAUSE 45. DAMAGED CLOTHING ALLOWANCE

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

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

(End of Clause)
PART 11 - AWARD COMPLIANCE

CLAUSE 46. POSTING OF AWARD

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

B. This award shall come into force from the beginning of the first full pay period commencing on or after 9 July 2004 and shall continue in force for a period of twelve months.

(End of Clause)
APPENDIX A- PHYSIOTHERAPISTS AND OCCUPATIONAL THERAPISTS
Issued 1 Dec 2006

This Appendix shall apply to Physiotherapists and Occupational Therapists employed in schools subject to the provisions of the Education School Councils Act 1975 (Vic) insofar as it relates to rates of pay, modes of employment and computation of wages. All other conditions shall be provided in the award except sole allowance.

CLAUSE 1. RATES OF PAY

Refer to Wage Rates Schedule.

<table>
<thead>
<tr>
<th>Physiotherapists/Occupational Therapists</th>
<th>Rates per week – payable from the first pay period on or after 23 February 2006</th>
<th>Rates per week – payable from the first pay period on or after 23 August 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
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<td>$</td>
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</tr>
<tr>
<td>3rd year</td>
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<td>$</td>
</tr>
<tr>
<td>4th year</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

CLAUSE 2. MODES OF EMPLOYMENT

For the purpose of this clause there shall be four types of employees as follows:

2.1 Full-time employee means a person employed for 38 hours per week on a calendar year basis.

2.2 School year employee means a person employed for 38 hours per week on a school year basis.

2.3 Part-time employee means a person other than a casual employee who is employed for less than 38 hours per week on either a calendar year or school year basis.

2.4 Casual employee means a person employed for less than 38 hours per week and who by agreement with the employer receives a 25% loading in lieu of annual leave, sick leave and bereavement leave.

CLAUSE 3. COMPUTATION OF WAGES

3.1 School year employees shall be paid at 48/52 of the rate of pay applying for a full-time or part-time employee and shall be entitled to leave without pay during school holiday periods subject to recall to and performance of duty for up to six working days each year during school holiday periods, provided that, except in exceptional circumstances when, with the agreement of the employee, he or she may be recalled on other working days during the school holiday periods, such days shall immediately follow the end of the official school year.
3.2 The wages for all other employees will be computed in terms of the relevant clause of the award.

(End of Appendix)
APPENDIX B - SCHEDULE OF RESPONDENTS

SCHEDULE A

List of Respondents available from SIAG

SCHEDULE B

List of Respondents available from SIAG

SCHEDULE C

List of Respondents available from SIAG

(End of Award)