

**AP830467 - Medical Scientists, Pharmacists and Psychologists (Public Sector - Victoria)
Award 2003**

This AIR consolidated award incorporates all amendments up to and including 24 March 2006 (variation [PR969161](#)).

Clauses affected by the most recent amendment(s) are:

- [2. Arrangement](#)
- [30. Annual leave](#)
- [31. Personal leave](#)
- [31A. Bereavement leave](#)
- [34. Parental leave](#)

About this Award:

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 168 of 1998)

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

(ODN C No. 30578 of 1991)
[AW783555 Print L0832]

Health and welfare services

COMMISSIONER HINGLEY

MELBOURNE, 2 DECEMBER 2003

Award simplification.

PREAMBLE

For the consolidation of the above award the Commission by decisions issued on 29 June 1998 [H0564 Dec 770/98 M Print Q2498] and 30 May 2003 [[PR932273](#)] makes the following awards:

- the Health and Allied Services - Public Sector - Victoria Consolidated Award 1998 (AW783945).
- Health Professional Services Public Sector Victoria Award 2003;
- Medical Scientists, Pharmacists and Psychologists (Public Sector - Victoria) Award 2003; and
- Health and Community Services Ambulance - Management and Administrative Staff Public Sector - Victoria Award 2003.

The order for the Health and Allied Services - Public Sector - Victoria Consolidated Award 1998 was issued on 30 June 1998 [AW783945 Print Q2644].

The order for The Health, Community Services and Ambulance - Management and Administrative Staff (Public Sector - Victoria) Award 2003 was issued on 30 May 2003 [AW824789 [PR932274](#)].

The order for the Health Professional Services - Public Sector - Victoria Award 2003 was issued on 19 August 2003 [AW827096 [PR936256](#)].

The Commission hereby issues the order for the Medical Scientists, Pharmacists and Psychologists (Public Sector - Victoria) Award 2003.

ORDER

A. Further to the decision issued by the Commission on 30 May 2003 [[PR932273](#)] and 2 December 2003 [[PR940295](#)], the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

PART 1 - APPLICATION

1. TITLE

This award shall be referred to as the Medical Scientists, Pharmacists and Psychologists (Public Sector - Victoria) Award 2003.

2. ARRANGEMENT

[2 amended by [PR954161](#) [PR969161](#)]

This award is arranged as follows:

Part 1 - Application

1. Title
2. Arrangement [[PR969161](#)]
3. Anti-discrimination
4. Definitions
5. Operation of award
6. Incidence of award
7. Previous award superseded

Part 2 - Award flexibility

8. Enterprise flexibility
9. Index of facilitative provisions

Part 3 - Dispute resolution

10. Disputes avoidance/settlement procedure

Part 4 - Employer and employee's duties, employment relationship and related arrangements

11. Notification of classification
12. Types of employment
13. Full-time employment
14. Regular part-time employment
15. Locum employment (pharmacists only)
16. Trainee scientists
17. Notice of termination [[PR954161](#)]
18. Redundancy [[PR954161](#)]
- 18A. Redundancy disputes procedure [[PR954161](#)]

Part 5 - Wages and related matters

19. Rates of pay [[PR954954](#)]
20. Higher duties
21. Payment of wages
22. Deductions and allowances [[PR954954](#)]
23. Occupational superannuation

Part 6 - Hours of work, breaks, overtime, shiftwork, weekend work

24. Hours
25. Rosters

- 26. Meal intervals and rest intervals
- 27. Overtime
- 28. On-call/re-call
- 29. Shift work

Part 7 - Leave of absence and public holidays

- 30. Annual leave [PR969161]
- 31. Personal leave [PR969161]
- 31A. Bereavement leave [PR969161]
- 32. Jury service
- 33. Long service leave
- 34. Parental leave [PR969161]
- 35. Examination leave [PR958525]
- 36. Public holidays [PR966112]

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

- 37. Travelling transport and fares [PR954954]

Part 9 - Accident pay, clothing, equipment and tools allowances

- 38. Accident pay
- 39. Clothing, equipment and tools allowances

Part 10 - Award compliance

- 40. Posting of award

Appendix 1 - Schedule of respondents

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 work force 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 disputes avoidance 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 effect:
- 3.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 3.3.2** 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;
 - 3.3.3** the exemptions in sections 170CK(3) and (4) of the Act.

4. DEFINITIONS

4.1 Award shall mean the Medical Scientists, Pharmacists and Psychologists (Public Sector - Victoria) Award 2001.

4.2 Commission shall mean the Australian Industrial Relations Commission.

4.3 Departments and Sections shall be determined in the manner set out in clause 19 - Rates of pay.

4.4 Dietitian shall mean a person who is eligible for full membership of the Dietitians Association of Australia.

4.5 Employer shall mean a respondent to this award listed in Appendix 1 - Schedule of respondents.

4.6 Grouping means:

4.6.1 For the purpose of Dietitians covered by this award:

4.6.1(a) Group 1 Departments:

- The Alfred Hospital;
- Royal Melbourne Hospital;
- St. Vincent's Hospital;
- Austin Hospital;
- Caulfield General Medical Centre;
- Peter MacCallum Cancer Institute;
- Monash Medical Centre;
- Box Hill Hospital;
- Royal Children's Hospital;
- Western Hospital;
- Dandenong Hospital;
- Geelong Hospital;
- Frankston Hospital.

4.6.1(b) Group 2 Departments:

- Royal Women's Hospital;
- St. George's Hospital;
- Northern Hospital;
- South West Health Care;
- Ballarat Health Service;
- Wangaratta Base Hospital;
- Mt Eliza Centre;
- Angliss Health Care;
- Swan Hill District Hospital;
- Goulburn Valley Base Hospital;
- Bendigo Home and Hospital for the Aged;
- Melbourne Extended Care and Rehabilitation Service;
- Williamstown Hospital;
- Kingston Centre;

- Bendigo Health Care Group;
- Western District Health Service;
- International Diabetes Institute;
- Maroondah Hospital;
- Queen Elizabeth Geriatric Centre
- Grace McKellar Centre;
- Mount Alexander Hospital.
- Mildura Base Hospital

4.6.2 for the purpose of Pharmacists covered by this award:

4.6.2(a) Group 1A Departments:

- The Alfred Group of Hospitals (Alfred Hospital Campus);
- The Royal Melbourne Hospital;
- Austin Hospital;
- Monash Medical Centre (Clayton Campus).

4.6.2(b) Group 1B:

- St. Vincent's Hospital;
- Royal Children's Hospital;
- The Geelong Hospital;
- Western Hospital (Footscray and Sunshine campuses).

4.6.2(c) Group 2:

- Peter MacCallum Cancer Institute;
- Preston and Northcote Community Hospital;
- The Royal Women's Hospital.

4.6.2(d) Group 3:

- Mercy Hospital for Women;
- Box Hill Hospital;
- Dandenong Hospital;
- The Alfred Group of Hospitals (Caulfield General Medical Centre);
- Frankston Hospital;
- Wangaratta District Base Hospital;
- Wimmera Health Care Group;
- Ballarat Health Service.

4.6.2(e) Group 4A:

- Warrnambool and District Base Hospital;
- Goulburn Valley Base Hospital;
- La Trobe Regional Hospital;
- Bendigo Health Care Group;
- Central Gippsland Health Service;
- Melbourne Extended Care and Rehabilitation Service;
- Victorian Drug Usage Advisory Committee;
- Royal Victorian Eye and Ear Hospital;
- Maroondah Hospital.

4.6.2(f) Group 4B:

- Monash Medical Centre (Moorabbin Campus);
- Western District Health Service;
- La Trobe Regional Hospital (Central Gippsland Campus);
- St George's Hospital and Inner Eastern Geriatric Service;
- Angliss Health Care;
- Sandringham and District Memorial Hospital;
- Echuca Regional Health;
- Kingston Centre;
- The Williamstown Hospital;
- Mt. Alexander Hospital;
- Anne Caudle Centre;
- Swan Hill District Hospital;
- Royal Dental Hospital of Melbourne;
- Colac District Hospital;
- The Queen Elizabeth Geriatric Centre;
- Collingwood Community Health Centre;
- Bairnsdale Health Service;
- Grace McKellar Centre;
- Wodonga District Hospital;
- Portland and District Hospital;
- West Gippsland Health.

4.6.2(g) Group 5:

- Austin Hospital (Royal Talbot);
- Portland and District Hospital and Nursing Home;
- Richmond Community Health Centre;
- Maryborough and District Hospital;
- The Nhill Hospital;
- St George's Hospital and Inner Eastern Geriatric Service (Victoria Parade campus);
- The Mt Eliza Centre;
- Wonthaggi and District Hospital;
- Caritas Christi Hospice;
- Benalla and District Memorial Hospital;
- Ovens and Murray Hospital for the Aged;
- Bundoora Extended Care Centre;

- Yarrawonga Hospital;
- Werribee District Hospital;
- Ararat and District Hospital;
- Stawell and District Hospital;
- Lyndoch.

4.7 Higher qualification shall mean:

- 4.7.1** Master of Science, Master of Applied Science, Master of Psychology, Master of Arts, Master of Business Administration, Graduate Diploma of Health Administration, Doctor of Philosophy, Doctor of Psychology or Doctor of Science of a Victorian University or Tertiary Institution or a similar degree recognised by a Victorian University or Tertiary Institution;
- 4.7.2** Diploma of Bacteriology of London University or its equivalent as recognised by that University;
- 4.7.3** Membership or Fellowship of the Australian Association of Clinical Biochemists;
- 4.7.4** Membership or Fellowship of the Australian Institute of Physics. Provided however that the qualification is awarded on the basis of assessment in a health-related discipline or the employee has been employed as a hospital Scientist for a minimum of three years;
- 4.7.5** Fellowship of the Australian Institute of Medical Laboratory Scientists;
- 4.7.6** Human Genetics Society of Australasia Certified Cytogeneticist;
- 4.7.7** Fellow of the Institute of Medical Laboratory Scientists;
- 4.7.8** Member of the Royal College of Pathologists;
- 4.7.9** Master of Audiology;
- 4.7.10** Fellowship Diploma of the Society of Hospital Pharmacists of Australia;
- 4.7.11** Graduate Diploma in Hospital Pharmacy;
- 4.7.12** Graduate Diploma in Clinical Pharmacy.

4.8 Pharmacist definitions

- 4.8.1** **Pharmacist** means a person registered as such under the *Pharmacists Act 1974* (Vic.) and whose name appears on the Pharmacist Register of Victoria.

- 4.8.2 Student Pharmacist** means a person undertaking the course of Bachelor of Pharmacy at the Victorian College of Pharmacy, Monash University, and who has not completed the Pharmacy III examinations.
- 4.8.3 Trainee Pharmacist** means a person who has completed the course of Bachelor of Pharmacy at the Victorian College of Pharmacy, Monash University, or an equivalent Pharmacy course recognised by the Pharmacy Board of Victoria, and who is undergoing the practical training prescribed by the Pharmacy Board, prior to registration as a Pharmacist.
- 4.9 Scientist** means a person:
- 4.9.1** who holds a degree of Bachelor of Science of a Victorian University or its equivalent as determined by any such University; or
 - 4.9.2** who holds a degree of Bachelor of Applied Science from a College of Advanced Education as registered in the National Register of awards in Advanced Education; or
 - 4.9.3** who is eligible for Associate Membership of the Australian Institute of Medical Laboratory Scientists (AIMLS); or
 - 4.9.4** who is engaged in studies leading to the attainment of being eligible for Associate Membership of the AIMLS; or
 - 4.9.5** who is eligible for ordinary membership of the Neurophysiological Sciences Society of Australia; or
 - 4.9.6** who is eligible for full membership of the Australian Society of Cardio-Vascular Perfusionists; or
 - 4.9.7** who is eligible for ordinary membership of the Australasian Society of Respiratory Technology.
 - 4.9.8** who holds a post-graduate diploma in audiology from a Victorian University or its equivalent as determined by any such university; or
 - 4.9.9** who is eligible for membership of the Audiological Society of Australia; or
 - 4.9.10** who is a Dietitian.
- 4.10 Section** for the purposes of clause 19 - Rates of pay, means a specific section of a unit as defined in 4.16.
- 4.11 Service** for the purposes of this award a year of employment shall be deemed to be unbroken notwithstanding:
- 4.11.1** any annual leave or long service leave taken therein;

- 4.11.2** any interruption or ending of the employment by the institution if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
- 4.11.3** other than for Pharmacists, any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;
- 4.11.4** in the case of Pharmacists, any absence from work of not more than fourteen days in any year, or if applicable such longer period as provided for Pharmacists in clause 31 - Sick leave, on account of sickness or injury;
- 4.11.5** any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 38 - Accident pay;
- 4.11.6** any absence on account of leave (other than annual leave or long service leave) granted, imposed or agreed to by the institution;
- 4.11.7** any absence on any other account not involving termination of employment.
- 4.11.8** In calculating a year of employment any absence of a kind mentioned in paragraphs 4.11.1, 4.11.2, 4.11.3, 4.11.4 and 4.11.5 of this sub-clause shall be counted as part of the year of employment but in respect to absences of a kind mentioned in paragraphs 4.11.6 and 4.11.7 of this clause it will be necessary for the scientist as part of his qualification for annual leave and long service leave to serve such additional period as equals the period of such absences.
- 4.12** **A teaching hospital** shall be deemed to be a hospital which is affiliated with, or recognised by, a Victorian University for the instruction of students in medicine.
- 4.13** **Trainee Scientist** means any employee engaged in studies leading to the attainment of the qualification Bachelor of Applied Science.
- 4.14** **Union** shall mean the Health Services Union of Australia.
- 4.15** **Unit** shall for the purposes of clause 19 - Rates of pay, include either Andrology, Biochemistry, Blood Banking, Cardiology, Cardio Vascular Perfusion, Clinical Pharmacology, Cytogenetics, Cytology, Embryology, Endocrinology, Gastroenterology, Haematology, Histopathology, IVF Sciences, Immunology, Intensive Care, Lung Function, Medical Physics, Microbiology, Neuropathology, Neurophysiology, Physical Sciences, Renal Dialysis, Renal Unit, Tissue Typing, Vascular Unit or Virology.
- 4.16** **Week** for the purpose of this award a week shall be deemed to commence at midnight on a Sunday.

5. OPERATION OF AWARD

This award shall come into operation from the beginning of the first full pay period which commenced on or after 29 October 2003 and shall continue in force for a period of twelve months.

6. INCIDENCE OF AWARD

6.1 This award shall apply to and be binding on:

6.1.1 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; and

6.1.2 those employers listed at Appendix 1 - Schedule of respondents.

6.2 This award applies to the occupation of a person who:

6.2.1 holds a degree of Bachelor of Science of a Victorian University or its equivalent as determined by any such University; or

6.2.2 holds a degree of Bachelor of Applied Science from a College of Advanced Education as registered in the National Register of awards in Advanced Education; or

6.2.3 is eligible for Associate Membership of the Australian Institute of Medical Laboratory Scientists; or

6.2.4 is engaged in studies leading to the attainment of being eligible for Associate Membership of the Australian Institute of Medical Laboratory Scientists; or

6.2.5 is eligible for full membership of the Dietitians Association of Australia; or

6.2.6 holds a post graduate diploma in audiology from a Victorian University or its equivalent as determined by any such University; or

6.2.7 is eligible for membership of the Audiological Society of Australia; or

6.2.8 is eligible for ordinary membership of the Neurophysiological Sciences Society of Australia; or

6.2.9 is eligible for full membership of the Australasian Society of Cardiovascular Perfusionists; or

6.2.10 is eligible for ordinary membership of the Australasian Society of Respiratory Technology; or

6.2.11 is employed as a Scientist, Medical technologist, Trainee medical technologist, Perfusionist, Dietitian or Audiologist; or

6.2.12 is a qualified Psychologist or who is lawfully engaged in acquiring post graduate experience as a Probationary Psychologist and who in both cases is employed as a Psychologist but excluding medically qualified Psychologists; or

6.2.13 is employed as a Pharmacist in a hospital or community health centre.

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.

7. PREVIOUS AWARD SUPERSEDED

This award supersedes the Health Services Union of Australia (Victoria - Public Sector) Interim Award 1993 [Print L0832 [AW783555]] (Hospital Pharmacists, Medical Scientists, Psychologists), Health Services Union of Australia (Victoria - Public Sector) Roping-in No. 1 Award 1994 [Print L8997 [AW783556]], Health Services Union of Australia (Victoria - Public Sector) Roping-in No. 1 Award 1995 [Print M1456 [AW783556]], Health Services Union of Australia (Victoria - Public Sector) (Roping-in No. 1) Interim Award 1996 [Print N2631 [AW783558]], but no right, obligation or liability accrued or incurred in respect of allowable matters under the awards so superseded shall be affected.

PART 2 - AWARD FLEXIBILITY

8. ENTERPRISE FLEXIBILITY

Where the 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 will 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 will be made to the Commission, provided it meets the requirements of s.113A and s.113B of the Act.

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:

Clause title	Clause numbers
Superannuation - choice of fund	23.2.1(b)
Hours	24.1.1
Hours - ADO	24.3
Overtime - time in lieu	27.1.3
Overtime - Pharmacists	27.2.1
Annual leave - time of taking leave	30.4
Annual leave - single day leave	30.12
Personal/carers leave - make-up time	31.6
Long service leave - payment	33.4.1(c)
Long service leave - taking of leave	33.5
Parental leave - variation of period	34.6
Public holidays - substitution	36.4

PART 3 - DISPUTE RESOLUTION

10. DISPUTES AVOIDANCE/SETTLEMENT PROCEDURE

10.1 Grievance procedure

- 10.1.1** It is the objective of this procedure to ensure that grievances are resolved by negotiation and discussion between the parties.
- 10.1.2** An employee will have the right for a grievance to be heard through all levels of line management.
- 10.1.2(a)** 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(b)** 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.
 - 10.1.2(c)** If the grievance is still unresolved then the matter will be referred to senior management and the senior local or State union or other representative.
 - 10.1.2(d)** If the grievance is still unresolved then the State 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.
 - 10.1.2(e)** It is agreed that steps 10.1.2(a) to 10.1.2(d) shall take place within seven days.
 - 10.1.2(f)** If the grievance still exists the matter will be referred to the Commission for decision.
 - 10.1.2(g)** 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.

10.2 Settlement of disputes - training leave

- 10.2.1** A local union representative or other workplace representative shall be entitled to, and the employer shall grant leave of absence of up to a maximum of five days paid leave per calendar year, to attend courses conducted by an accredited training provider and approved by the union or TUTA (Inc.). Leave of absence on full pay for such purposes in excess of five days and up to ten days may be granted in any one calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days. Such leave is granted on the following conditions:

- 10.2.1(a)** the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of the disputes avoidance/settlement procedure;
- 10.2.1(b)** reasonable notice is given by the local union representative or other workplace representative;
- 10.2.1(c)** the taking of leave is arranged having regard to the operational requirements of the employer;
- 10.2.1(d)** the local union representative or other workplace representative taking such leave shall be paid all ordinary time earnings in accordance with clause 19 - Rates of pay, plus allowances which are deemed pursuant to this award to be part of the pay for all purposes but excluding shift work and overtime allowances;
- 10.2.1(e)** leave of absence granted pursuant to this clause shall count as service for all purposes of this award;
- 10.2.1(f)** expenses associated with attendance at trade union training courses, e.g. fares, accommodation and meal costs are not the responsibility of the employer.

**PART 4 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT
RELATIONSHIP AND RELATED ARRANGEMENTS**

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 his or her classification in writing no later than the operative date of such alteration.

12. TYPES OF EMPLOYMENT

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

12.1.1 full-time employees;

12.1.2 regular part-time employees;

12.1.3 locum employee (Pharmacists only).

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, or locum (Pharmacists only).

13. FULL-TIME EMPLOYMENT

- 13.1** An employee who is ready, willing and available to work a full week of 38 hours as and when required by the employer shall be entitled to the full weekly wage prescribed herein irrespective of the number of hours worked not exceeding 38.
- 13.2** Provided that where an employee is employed to work a lesser number of hours, or is not ready, willing and available to work a full week of 38 hours as and when required by the employer but is ready, willing and available to work a lesser number of hours, such employee shall be paid per hour worked an amount equal to 1/38th of the weekly wage prescribed herein.

14. REGULAR PART-TIME EMPLOYMENT

14.1 An employer may employ regular part-time employees in any classification in this award. A regular part-time employee is a person who:

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

14.1.2 has reasonably predictable hours of work; and

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

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

14.2.1 a regular pattern of work, specifying the hours worked each day;

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

14.2.3 the actual starting and finishing times each day.

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

14.4 Regular part-time employees shall be paid:

14.4.1 for all employees except Pharmacists either:

14.4.1(a) at an hourly rate equal to 1/38th of the weekly rate appropriate to the employees classification; employees employed under this clause shall receive leave entitlements on a pro rata basis; or

14.4.1(b) at an hourly rate equal to 1/38th of the appropriate weekly rate plus 25% of such hourly rate for work performed during ordinary hours on 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 30 Annual leave, clause 31 Personal carer's leave and clause 36 - Public holidays; and

14.4.1(c) the conditions of part-time work shall be agreed upon between employer and employee and shall be confirmed in writing between the two parties.

14.4.2 For Pharmacists per hour worked at an amount equal to 1/38th of the weekly rate appropriate to the employee's classification, and payment in respect of any annual leave or long service leave to which an employee may become entitled shall be on a pro rata basis. Payment in respect of any period of paid sick leave (where an employee has accumulated an entitlement) and compassionate leave shall be made according to the number of hours the employee would have worked on the day or days on which the leave was taken so as not to reduce the employee's wage below that level which such employee would have received had such employee not been absent.

15. LOCUM EMPLOYMENT (PHARMACISTS ONLY)

15.1 A locum is a Pharmacist who is a temporary employee engaged in work of a casual nature or to relieve any full-time or part-time employees during his or her absences from work, and whose engagement is terminable by an employer in accordance with the employer's requirements without the prior notice of either party.

15.2 A locum employee shall be paid per hour worked an amount equal to 1/38th of the weekly wage prescribed for the class of work done with the addition of 25% provided that the provisions of clauses 24 - Hours, 29 - Shift work and 27 - Overtime - including Saturday and Sunday work, shall apply to locum employees.

The provisions of clause 31 - Personal carers leave, clause 17 - Termination of employment, clause 30 - Annual leave, clause 32 - Jury service, and clause 35 - Examination leave, shall not apply to locum employees.

15.3 A locum employee by mutual agreement may be paid per hour worked an amount equal to 1/38th of the weekly wage prescribed in 19.5, for the class of work done and receive pro rata entitlements.

15.4 The provisions of this clause do not apply to maternity leave.

16. TRAINEE SCIENTISTS

16.1 No trainee (as defined by clause 4.13) shall be required or permitted to work in any laboratory at any time without the supervision of a qualified employee.

16.2 This clause shall have no application to Pharmacists or Psychologists.

17. NOTICE OF TERMINATION

[17. Termination Of Employment title changed and substituted by [PR954161](#) ppc 08Dec04]

17.1 Notice of termination by employer

- 17.1.1** In order to terminate the employment of an employee the employer must give to the employee 4 weeks notice of termination.
- 17.1.2** In addition to the notice in 17.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 17.1.3** Payment in lieu of the prescribed notice in 17.1.1 and 17.1.2 must be made if the appropriate notice period is not required to be worked. Provided that 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 notice.
- 17.1.4** 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:
- 17.1.4(a)** the employee's ordinary hours of work (even if not standard hours); and
 - 17.1.4(b)** the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - 17.1.4(c)** any other amounts payable under the employee's contract of employment.
- 17.1.5** The period of notice in this clause does not apply:
- 17.1.5(a)** in the case of dismissal for serious misconduct;
 - 17.1.5(b)** to employees engaged for a specific period of time or for a specific task or tasks;
 - 17.1.5(c)** to seasonal employees;
 - 17.1.5(d)** to relieving and locum employees;
- 17.1.6** Continuous service is defined in clause 33.2.4.

17.2 Notice of termination by an employee

- 17.2.1** The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 17.2.2** If an employee fails to give the notice specified in 17.1.1 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 17.1.4.

17.3 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.

17.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 18 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

18. REDUNDANCY

[18 substituted by [PR954161](#) ppc 08Dec04]

18.1 Definitions

- 18.1.1 Business** includes trade, process, business or occupation and includes part of any such business.
- 18.1.2 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.
- 18.1.3 Small employer** means an employer who employs fewer than 15 employees.
- 18.1.4 Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- 18.1.5 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.

18.2 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 of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

18.3 Severance pay

18.3.1 Severance pay – other than employees of a small employer

An employee, other than an employee of a small employer as defined in 18.1, 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:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
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 18.1.

18.3.2 Severance pay – employees of a small employer

An employee of a small employer as defined in 18.1 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:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

* **Week's pay** is defined in 18.1.

18.3.3 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.

18.3.4 Continuity of service shall be calculated in the manner prescribed by clause 33.2.4. Provided that service prior to 8 December 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 18.3.2.

18.3.5 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].

18.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause N - Notice of Termination. 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.

18.5 Alternative employment

- 18.5.1** 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.
- 18.5.2** This provision does not apply in circumstances involving transmission of business as set in 18.7.

18.6 Job search entitlement

- 18.6.1** During the period of notice of termination given by the employer in accordance with 17.1, 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.
- 18.6.2** 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.
- 18.6.3** The job search entitlements under this subclause apply in lieu of the provisions of 17.3.

18.7 Transmission of business

- 18.7.1** 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:
- 18.7.1(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

18.7.1(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 transmitter; and
- which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

18.7.2 The Commission may vary 18.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

18.8 Employees exempted

This clause does not apply to:

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

18.9 Incapacity to pay

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.

18A. REDUNDANCY DISPUTES PROCEDURE

[18A inserted by [PR954161](#) ppc 08Dec04]

- 18A.1** Paragraphs 18A.2 and 18A.3 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.
- 18A.2** 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.
- 18A.3** 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.

PART 5 - WAGES AND RELATED MATTERS

19. RATES OF PAY

[19 substituted by [PR954954](#) ppc 20Dec04]

The rates of pay in this award include the arbitrated safety net adjustments payable under the Safety Net Review - Wages May 2001 decision [[PR002001](#)], May 2002 decision [[PR002002](#)], May 2003 decision [[PR002003](#)] and May 2004 decision [[PR002004](#)].

19.1 Audiologists

19.1.1 Audiologist - grade I

	\$
1st year of experience after qualification	619.80
2nd year of experience after qualification	656.70
3rd year of experience after qualification	688.30
4th year of experience after qualification	728.10
5th year of experience after qualification	758.40
6th year of experience after qualification and thereafter	789.00

19.1.1(a) For the purpose of this clause:

19.1.1(a)(i) The **1st year of experience after qualification** referred to in 19.1.1 shall be deemed to commence on the 1st day of January in the year following the year during which the Audiologist presented himself/herself for final examination which, if successful, would entitle the Audiologist to the Post Graduate Diploma in Audiology.

19.1.1(a)(ii) Where an Audiologist is required to attend a supplementary examination, such Audiologist shall, if successful, be deemed to have passed the final examination in the year during which such final examination was held.

19.1.1(a)(iii) When an Audiologist grade I - 1st year of experience after qualification commences employment during the first year after qualification, such Audiologist shall be advanced to the classification Audiologist grade I - 2nd year of experience after qualification as from the 1st day of January in the next succeeding year.

19.1.1(b) Provided that:

19.1.1(b)(i) a qualified Audiologist who first commenced employment on or after 1 July 1987 shall commence at the rate of Audiologist grade I, 2nd year of experience after qualification;

- 19.1.1(b)(ii)** an Audiologist who holds or is qualified to hold the degree of Bachelor of Science Honours (four year course) shall be entitled to be classified as an Audiologist - grade I, 3rd year of experience after qualification;
- 19.1.1(b)(iii)** an Audiologist who holds or is qualified to hold the degree of Master of Science shall be entitled to be classified as an Audiologist - grade I, 4th year of experience after qualification, provided further that an Audiologist so classified shall not be entitled to the higher qualification payment prescribed in 19.1.4 for a further period of two years; and
- 19.1.1(b)(iv)** an Audiologist who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to be classified as an Audiologist grade I, 5th year of experience after qualification, provided further that an Audiologist so classified shall not be entitled to the higher qualification payment prescribed in 19.1.4 for a further period of two years; and
- 19.1.1(b)(v)** a Sole Audiologist i.e. an Audiologist who is the only Audiologist employed in a Department, shall be paid at the rate applicable to an Audiologist - grade I.
- 19.1.1(b)(vi)** Notwithstanding 19.1.1.(b)(iv) above, all sole audiologist positions classified at Grade II as at 1 December 1987 shall continue to be classified not lower than that grade.

19.1.2 Audiologist - grade II is an Audiologist who:

- 19.1.2(a)** Supervises grade I Audiologists; or
- 19.1.2(b)** Has responsibility for the clinical training and practical placement of Post Graduate Diploma in Audiology students. With the proviso that reclassification under this provision shall not be open to Audiologists with less than three years clinical experience; or
- 19.1.2(c)** is engaged in clinical, developmental or research work requiring special knowledge and breadth of experience.

§

On appointment	789.00
2nd year after appointment	825.40
3rd year after appointment	860.60
4th year after appointment and thereafter	898.90

Provided that an “Audiologist grade I - 6th year of experience and thereafter” appointed to this grade shall be paid at the “Audiologist grade II - 2nd year after appointment” rate.

19.1.3 Audiologist - grade III is an Audiologist who:

- 19.1.3(a)** has at least ten years experience in the field and is engaged in specialised diagnostic or clinical work with a research or developmental thrust; or
- 19.1.3(b)** is in charge of an audiology unit and immediately responsible to the medical superintendent for the organisation of the unit and supervision of audiology staff.

	\$
On appointment	941.50
2nd year after appointment	970.70
3rd year after appointment	993.50
4th year after appointment and thereafter	1,042.10

19.1.4 Higher Qualifications

Where an audiologist has a higher qualification he/she shall be paid in addition the following:

- 19.1.4(a)** for M.Aud., M.Sc., M.App.Sc., and the Graduate Diploma in Health Administration (see clause 4 - Definitions) or any other recognised equivalent Degree or Diploma from a tertiary institution the sum of 6.5 per cent of the "Audiologist Grade I, 1st year of experience" rate per week;
- 19.1.4(b)** for D.Sc., Ph.D. (see clause 4 - Definitions) the sum of 10 per cent of the Audiologist Grade I, 1st year of experience" rate per week.
- 19.1.4(c)** Such allowances shall not be cumulative in the case of multiple higher qualifications.

19.2 Clinical Perfusionists

19.2.1 Clinical Perfusionist - grade I

19.2.1(a) Perfusionist-in-training

A person appointed as such who holds, or is qualified to hold, an appropriate tertiary qualification (Bachelor of Science, Bachelor of Applied Science or equivalent qualification) and who is training in perfusion duties.

	\$
1st year of experience after qualification	619.80
2nd year of experience after qualification	656.70
3rd year of experience after qualification	688.30
4th year of experience after qualification	728.10
5th year of experience after qualification	758.40
6th year of experience after qualification and thereafter	789.00

19.2.1(b) Provided that:

- 19.2.1(b)(i)** A Clinical Perfusionist who holds or is qualified to hold the degree of Bachelor of Applied Science Honours or Bachelor of Science Honours (four year course) shall be entitled to be classified as a “Clinical Perfusionist - grade I, 2nd year of experience after qualification”.
- 19.2.1(b)(ii)** A Clinical Perfusionist who holds or is qualified to hold the degree of Master of Applied Science or Master of Science shall be entitled to be classified as a “Clinical Perfusionist - grade I, 3rd year of experience after qualification”, provided further that a Clinical Perfusionist so classified shall not be entitled to the higher qualification payment prescribed in 19.2.4, for a further period of two years.
- 19.2.1(b)(iii)** A Clinical Perfusionist who holds or is qualified to hold a degree of Doctor of Philosophy shall be entitled to be classified as a “Clinical Perfusionist - grade I, 5th year of experience after qualification”, provided further that a Clinical Perfusionist so classified shall not be entitled to the higher qualification payment prescribed in 19.2.4, for a further period of two years; and
- 19.2.1(b)(iv)** A Clinical Perfusionist who has gained experience under any other part or clause of this award shall be entitled to be classified at the “year of experience after qualification” which would equate to the total of that experience and 19.2.1(b)(i), 19.2.1(b)(ii) or 19.2.1(b)(iii).

19.2.2 Certified Clinical Perfusionist - grade 2

A person who has obtained the qualification of Certified Clinical Perfusionist of the Australasian Board of Cardiovascular Perfusion or equivalent qualification who is capable of performing perfusion duties of a complex nature including research and developmental tasks.

	\$
1st year of experience after certification	825.40
2nd year of experience after certification	860.60
3rd year of experience after certification	898.90
4th year of experience after certification	941.50
5th year of experience after certification	970.70
6th year of experience after certification	993.50
7th year of experience after certification and thereafter	1,042.10

19.2.3 Clinical Perfusionist Grade 3 - Perfusionist-in-charge

19.2.3(a) A person appointed as such who is the most senior Perfusionist within the hospital and now is responsible for the direction and supervision of other Perfusionists within the Hospital.

19.2.3(b) The Perfusionist-in-charge is expected to exercise organisational, supervisory and management skills, mature technical and clinical knowledge and judgement as it relates to the operation and testing of equipment, to continue to develop expertise with advances in the relevant body of technical and clinical knowledge and to seek and utilise other specialist advice when required to.

\$

On appointment	1,084.30
2nd year after appointment	1,136.00
3rd year after appointment and thereafter	1,208.00

* Progress beyond this point is limited to a Perfusionist-in-charge of a team of more than 3EFT Perfusionists, of whom at least 2EFT must be Certified.

19.2.4 Higher Qualifications

Where a Clinical Perfusionist has a higher qualification he shall be paid in addition the following:

19.2.4(a) For M.A.A.C.B., Diploma of Bacteriology, M.Sc., M.App.Sc., M.A.I.P., H.G.S.A.C.C. Graduate Diploma in Health Administration (see clause 4 - Definitions) or any other recognised equivalent Degree or Diploma from a tertiary institution, the sum of 6.5 percent of the "Clinical Perfusionist - Grade 1, 1st year of experience after qualification" rate per week;

19.2.4(b) For F.A.A.C.B., F.A.I.M.L.S., D.Sc., Ph.D., F.A.I.P., F.I.M.L.S. or Member of the Royal College of Pathologist (see clause 4 - Definitions) the sum of 10 per cent of the "Clinical Perfusionist - Grade 1, 1st year of experience after qualification" rate per week.

19.2.4(c) Such allowances shall not be cumulative in the case of multiple higher qualifications. The aforementioned allowances shall not be applicable to Clinical Perfusionists appointed to the position of Director or Deputy Director of a Department.

19.3 Dietitians

19.3.1 Classification of Departments of Nutrition and Dietetics

Departments will be classified into groups according to the criteria and point scores set out herein.

Criteria	Points weighting
Services	
Beds average occupancy over twelve months per 50 or part thereof	1
Outpatients up to 5 sessions per week	1
6 to 10 sessions per week	2
11 or more sessions per week	4
Specialisation - gastroenterology, renal, endocrine, ICU/ burns/ transplantation, nutrition support service, cardiac, oncology, obstetrics/gynaecology, HIV, paediatric	
Per specialist unit with significant involvement; or is a recognised state referral centre for one of these; or is recognised as a major base for developing health promotion programmes in nutrition	1/2 5 3
Regional - provides administrative and/or professional services to other agencies under formal arrangements	2
Other features (One point is deducted for each feature which Department does not have)	
Standards of care/treatment policy guidelines are documented and updated	-1
An active patient care audit programme operates	-1
Performance of all professional staff is appraised regularly	-1
Inpatient menus facilitate patient compliance with dietary guidelines	-1
A monitoring system exists to identify inpatients at nutritional risk	-1
Dietitians attend multidisciplinary patient care team meetings routinely	-1
A staff development programme operates in the Department	-1
Staffing	
Dietitians per EFT	3
Non professional staff	
administrative responsibility < 5	2
> 5	4
functional responsibility < 5	1
> 5	2
Administration	
Responsible to the CEO or Medical Director for budget control and other management functions	5
Administratively responsible for part of the food service	2

Criteria	Points weighting
Teaching	
Placement of student Dietitians for practical training	2
Major centre for student training	4
Established role in training of nurses or other health professionals	1

Groupings

Group 1 Departments	- an aggregate score of 36 points or more
Group 2 Departments	- an aggregate score of up to 35 points

19.3.2 Dietitian grade I

A Dietitian who under the routine direction and supervision of more experienced Dietitian performs dietetics work.

	\$
1st year of experience after qualification	628.10
2nd year of experience after qualification	647.60
3rd year of experience after qualification	677.50
4th year of experience after qualification	712.50
5th year of experience after qualification	753.10
6th year of experience after qualification and thereafter	791.40

Provided that:

- 19.3.2(a)** a Qualified Dietitian who first commenced employment on or after 25 April 1983, shall commence on the rate of Dietitian grade I, 2nd year of experience after qualification;
- 19.3.2(b)** a Dietitian who holds or is qualified to hold the degree of Bachelor of Science with Honours shall be entitled to commence on the rate of Dietitian grade I, 3rd year of experience after qualification;
- 19.3.2(c)** a Dietitian who holds or is qualified to hold the degree of Master of Science shall be entitled to commence on the rate of Dietitian grade I, 4th year of experience after qualification, provided further that such Dietitian shall not be entitled to the higher qualification payment prescribed in 19.3.6 for a further period of two years;
- 19.3.2(d)** a Dietitian who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to commence on the rate of Dietitian grade I, 5th year of experience after qualification, provided further that such Dietitian shall not be entitled to the higher qualification payment prescribed in 19.3.6 for a further period of two years.

19.3.3 Dietitian grade 2

A Dietitian appointed to this grade who:

- 19.3.3(a) is in charge of a major section of a Department recognised by the employer; or
- 19.3.3(b) supervises dietetic students; or
- 19.3.3(c) is employed on work which in the opinion of the Dietitian in charge, or in the opinion of the manager in the case of a day hospital, nursing home or community health centre, requires special knowledge or depth of experience in clinical nutrition, nutrition education, health promotion, nutritional support or rehabilitation.

	\$
1st year	815.70
2nd year	838.70
3rd year	861.80
4th year and thereafter	884.60

19.3.4 Dietitian grade 3

A Dietitian appointed to this grade, with additional responsibilities, ie:

- 19.3.4(a) A Dietitian who is in charge of a Group 2 Department.
- 19.3.4(b) A Dietitian appointed deputy to the Dietitian in charge of a Group 1 Department.
- 19.3.4(c) **Senior Clinician** A Dietitian with at least seven years experience, possessing specific knowledge in a branch of nutrition or dietetics 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 a dietetic/nutrition speciality, teaching under-graduates and/or post-graduate students and providing education to staff from other disciplines.

	\$
1st year	916.70
2nd year	944.80
3rd year	972.90
4th year and thereafter	999.40

19.3.5 Dietitian grade 4

A Dietitian who is in charge of a Group 1 Department.

	\$
1st year	1,053.60
2nd year	1,086.20
3rd year	1,118.90
4th year and thereafter	1,151.50

19.3.6 Higher Qualifications

A dietitian with a higher qualification, who performs the class of work relating to the said qualifications, shall receive in addition to the weekly rate of pay specified herein:

- 19.3.6(a)** For M.Sc., H.G.S.A.C.C., Graduate Diploma in Health Administration or any other recognised equivalent qualification from a tertiary institution, the sum of 6.5 per cent of the Dietitian, Grade 1, 2nd year rate per week.
- 19.3.6(b)** For Ph.D., D.Sc. or F.I.M.L.S. the sum of 10 per cent of the Dietitian, Grade 1, 2nd year rate per week.

19.4 Medical Scientists

19.4.1 Guidelines for merit reclassification of Medical Scientists

The following merit reclassification guidelines shall apply on the basis that:

- 19.4.1(a)** Merit reclassification provisions do not take into account supervisory roles, management functions, or responsibilities of Scientists which are covered under the specific weighing factors formula.
- 19.4.1(b)** Scientists employed in clinical diagnostic laboratories, with limited opportunities to pursue research and development work, are not excluded from career advancement on the basis of merit.

19.5 Grading criteria

19.5.1 Scientist grade 2

- 19.5.1(a)** Is a Scientist appointed to this grade, and/or who is employed on work which requires special knowledge or depth of experience, and/or requires the application of a level of performance worthy of additional remuneration.
- 19.5.1(b)** Experienced Scientists who can perform, without direct supervision, a wide range of diagnostic tests or procedures, and or work which requires specialised knowledge.
- 19.5.1(c)** At this level, Scientists are required to have achieved a high level of performance and to have shown a commitment to further professional development.

19.5.1(d) To satisfy these requirements, Scientists must comply with at least four of the following criteria:

- 19.5.1(d)(i)** Demonstrated experience and competence in the performance and understanding of a wide range of diagnostic tests or procedures or of complex and specialised tests.
- 19.5.1(d)(ii)** Demonstrated ability in giving professional advice within and outside the laboratory on appropriate scientific and clinical matters.
- 19.5.1(d)(iii)** Participation in laboratory programmes for training of undergraduates and graduate scientific staff.
- 19.5.1(d)(iv)** Demonstrated ability to initiate and develop new diagnostic or research procedures applicable in their laboratory environment.
- 19.5.1(d)(v)** Demonstrated ability to critically assess and evaluate new equipment, instruments or products relevant to the diagnostic work of their laboratory.
- 19.5.1(d)(vi)** A recognised role in a development or research project approved by the employing institution. The significance of their role will be demonstrated by their presentation of results at scientific meetings or by publications in scientific journals.
- 19.5.1(d)(vii)** Being enrolled for an MAACB, diploma of Bacteriology, M.Sc., M. App. Sc., MAIP, HGSACC, Graduate Diploma in Health Administration, D.Sc., Ph.D., FAIMS, or any other recognised equivalent Degree or Diploma relevant to medical sciences from a tertiary institution pursuant to clause of this Agreement where they have passed some subjects or where they, in the opinion of their academic supervisors, have made satisfactory progress for the success of the scientific thesis.

19.5.2 Scientist grade 3

- 19.5.2(a)** Is a scientist appointed to this grade and/or who has been qualified (as defined) for at least eight years and is engaged on specialised scientific work or work of a research or developmental nature.
- 19.5.2(b)** Widely experienced scientists with sound knowledge and skills relating to an extensive range of diagnostic tests or procedures, and/or work of a specialised nature. At this level, Scientists may validate test results or be engaged in work of a research or developmental nature and are expected to have achieved a high level of professional development.

19.5.2(c) To satisfy these requirements scientists must:

19.5.2(c)(i) have a minimum of eight years professional experience;

19.5.2(c)(ii) have satisfied at least four of the merit criteria for Scientist grade 2.

19.5.2(d) Other factors to be taken into consideration are:

19.5.2(d)(i) Demonstrated experience and expertise in the direct performance and interpretation of a wide range of diagnostic procedures and/or in the evaluation, operation and maintenance of complex equipment and instruments.

19.5.2(d)(ii) Demonstrated commitment to professional development. Elements which will be taken into consideration include, inter alia:

- regular participation in meetings of professional organisations;
- membership of professional committees;
- teaching activities.

19.5.2(e) Academic development achieved. Elements which will be considered are:

19.5.2(e)(i) Obtaining an MAACB, Diploma of Bacteriology, M.Sc., M. App. Sc., MAIP, HGSACC, graduate Diploma in Health Administration, D.Sc., Ph.D., FAACB, FAIMS, FAIP, FIMLS, membership of the Royal College of Pathologists, or any other recognised equivalent Degree or Diploma relevant to medical sciences from a tertiary institution pursuant to clause 19.5.14 (a) and (b) of this award.

19.5.2(e)(ii) Publications in which the applicant is a major contributor.

19.5.2(e)(iii) Presentations at scientific meetings relevant to medical sciences.

19.5.2(e)(iv) Academic appointments.

19.5.2(f) Demonstrated experience in:

19.5.2(f)(i) maintaining laboratory statistics;

19.5.2(f)(ii) formulating and maintaining programmes for the development and cost containment of the laboratory's work;

19.5.2(f)(iii) making budgetary submissions for their area.

19.5.3 Scientist grade 4

19.5.3(a) A Scientist appointed as such with at least ten years experience, utilising advanced and specialised professional knowledge and experience.

19.5.3(b) Very experienced Scientists with advanced and specialised professional knowledge relating to one or more disciplines of medical science. At this level, Scientists are expected to have made significant contributions to medical science and to be recognised as local experts in a relevant scientific and/or diagnostic speciality or activity.

19.5.3(c) To satisfy these requirements, scientists must:

19.5.3(c)(i) Have a minimum of ten years professional experience.

19.5.3(c)(ii) Have satisfied most of the criteria for a scientist grade 3.

19.5.3(c)(iii) Have a high standing in the scientific community as assessable on the basis of:

- Qualifications; Awards; Past appointments; Publications; Membership of committees and of professional organisations; Consultancies; Research grants in which the applicant is the principal or associate investigator; Teaching appointments/commitments.

19.5.3(d) Other factors to be taken into consideration are:

Capacity in:

- formulating, initiating and conducting programmes devoted to laboratory organisation, introduction of new procedures in service, development and research; and
- assessing the value of such programmes in relating to the medical objectives and priorities of the employing Institution.

19.5.4 Scientist grade 5

All such applications shall, where disputed, be considered by the Committee constituted with an independent chairperson.

19.5.4(a) Trainee Scientists (persons who are engaged in studies leading to the attainment of being eligible for associate membership of the Australian Institute of Medical Laboratory Scientists).

year of part-time course	Percentage of the rate for the classification “Scientist - grade I - 1st year of experience after qualification”	Wages per week
	%	\$
First year	50	319.40
Second year	60	379.48
Third year	75	469.60
Fourth year	85	529.68
Thereafter	90	559.72

19.5.4(b) Provided that:

19.5.4(b)(i) An adult trainee shall receive not less than 80% of the rate prescribed for the classification “Scientist - grade I, 1st year of experience after qualification”.

19.5.4(b)(ii) A trainee who as a full-time student passed all subjects in the first full-time year of the course, shall be paid not less than the rate prescribed for the 3rd year of the course (part-time).

19.5.4(b)(iii) A trainee who as a full-time student passed all subjects specified in the second full-time year of the course, shall be paid not less than the rate prescribed for 5th year and thereafter (part-time).

19.5.4(b)(iv) A trainee who as a full-time student has not passed all subjects specified for the appropriate full-time year of the course shall be paid at a rate equivalent to the next lower part-time classification than that which would apply in (ii) and (iii) above.

19.5.5 Scientist - grade I

	\$
1st year of experience after qualification	619.80
2nd year of experience after qualification	656.70
3rd year of experience after qualification	688.30
4th year of experience after qualification	728.10
5th year of experience after qualification	758.40
6th year of experience after qualification and thereafter	789.00

19.5.5(a) For the purposes of this clause:

- 19.5.5(a)(i)** The “1st year of experience after qualification” referred to in 19.5.5 shall be deemed to commence on the 1st day of January in the year following the year during which the Scientist presented himself for final examination which, if successful, would entitle the Scientist to the degree of Bachelor of Science or Bachelor of Applied Science.
- 19.5.5(a)(ii)** Where a scientist was required to attend a supplementary examination, such Scientist shall, if successful, be deemed to have passed the final examination in the year during which such final examination was held.
- 19.5.5(a)(iii)** Where a Scientist grade I - 1st year of experience after qualification commences employment during the first year after qualification, such Scientist shall be advanced to the classification Scientist grade I - 2nd year of experience after qualification, as from the 1st day of January in the next succeeding year.

19.5.5(b) Provided that:

- 19.5.5(b)(i)** a Scientist who holds or is qualified to hold the degree of Bachelor of Applied Science Honours or Bachelor of Science Honours (4-year course) shall be entitled to be classified as a “Scientist - grade I, 2nd year of experience after qualification”; and
- 19.5.5(b)(ii)** a Scientist who holds or is qualified to hold the degree of Master of Applied Science or Master of Science shall be entitled to be classified as a “Scientist - grade I, 3rd year of experience after qualification”, provided further that a Scientist so classified shall not be entitled to the higher qualification payment prescribed in 19.5.14 for a further period of two years; and
- 19.5.5(b)(iii)** a Scientist who is a Fellow of the Australian Institute of Medical Laboratory Scientists or is qualified to hold a degree of Doctor of Philosophy shall be entitled to be classified as a “Scientist - grade I, 5th year of experience after qualification”, provided further that a Scientist so classified shall not be entitled to the higher qualification payment prescribed in 19.5.14 for a further period of two years; and
- 19.5.5(b)(iv)** a sole Scientist, i.e. a Scientist who is the only Scientist employed in a Department, shall be paid at the rate of 5% of the Scientist - grade I (1st year of experience rate) in addition to the appropriate rate applicable to a Scientist - grade I.

19.5.6 Scientist - grade II

Is a Scientist appointed to this grade, and/or who:

- 19.5.6(a) supervises the scientific work in a class 1 Department or section; or
- 19.5.6(b) is employed on work which requires special knowledge or depth of experience, and/or requires the application of a level of performance worthy of additional remuneration; or
- 19.5.6(c) is a deputy to a grade III Scientist who is in charge of a class 2 Department or section; or
- 19.5.6(d) is solely responsible for the maintenance of a blood banking system.

	\$
On appointment	789.00
2nd year after appointment	825.40
3rd year after appointment	860.60
4th year after appointment and thereafter	898.90

Provided that a “Scientist grade I - 6th year of experience and thereafter” appointed to this grade shall be paid at the “Scientist grade II - 2nd year after appointment” rate.

19.5.7 Scientist - grade III

19.5.7(a) Is a Scientist appointed to this grade and/or who:

- a Scientist who is responsible for the organisation and supervision of the scientific work of a class 2 Department/section; or
- is appointed deputy to a grade IV Scientist; or
- has been qualified (as defined) for at least eight years and is engaged on specialised scientific work or work of a research or developmental nature.

	\$
On appointment	941.50
2nd year after appointment	970.70
3rd year after appointment	993.50
4th year after appointment and thereafter	1,042.10

19.5.7(b) Provided that where a Laboratory Manager is appointed in writing to assume the same administrative responsibilities as the Director or Pathologist in charge for a period exceeding four weeks they shall be paid at the top incremental level for the classification with the addition of 31.5% of that increment.

19.5.7(c) Pathology Department means a Department consisting of four or more of the following sections which are: Haematology, Biochemistry, Histology, Microbiology, Blood Bank, Serology, Haemostasis, Virology, Electronic Laboratory E.D.P., Immunology, Radio Immuno Assay.

19.5.8 Scientist - grade IV

19.5.8(a) a Scientist appointed as such with at least ten years experience, utilising advanced and specialised professional knowledge and experience; or

19.5.8(b) is directed to be responsible for the organisation and supervision of the scientific work of a class 3 Department or section.

	\$
On appointment and during 2nd year after appointment	1,084.30
During 3rd and 4th years after appointment	1,136.00
Thereafter	1,208.00

19.5.9 Scientist grade V

19.5.9(a) Is a Scientist who is appointed as a senior principal research Scientist and who is responsible for the coordination of scientific effort on major research programme(s).

19.5.9(b) They are required to have an international reputation of a high order in a significant field of research as made evident by his or her published contributions in the field as recognised by their peers in the international scientific community.

	\$
Scientist - grade V	1,465.90

19.5.10 Principal Scientist

19.5.10(a) The Senior Scientist in each of the following Departments shall be graded as a Principal Scientist:

- Alfred Hospital Haematology Department;
- Dandenong Hospital Pathology Department;
- Royal Children's Hospital Haematology Department;
- Royal Melbourne Hospital Biochemistry Department;
- Royal Melbourne Hospital Haematology Department;
- Royal Melbourne Hospital Microbiology Department;
- St. Vincent's Hospital Biochemistry Department;
- St. Vincent's Hospital Haematology Department;
- St. Vincent's Hospital Microbiology Department.

19.5.10(b) This list may be varied by the Medical Scientists Classification Review Committee as specified in 19.4.1 and shall be subject to ratification by the Australian Industrial Relations Commission.

Principal Scientist	\$ 1,360.20
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19.5.11 Scientist Deputy Director

Is a Scientist who is appointed a deputy director of a Department in a teaching hospital (as defined), or is appointed to relieve the deputy director of a Department in a teaching hospital (as defined), and who assumes the same responsibilities as the deputy director as a result of such appointment for a period exceeding four weeks.

Deputy Director (Scientist)	\$ 1,360.20
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19.5.12 Director (Scientist)

Is a Scientist who is appointed a director of a Department in a teaching hospital (as defined), or is appointed to relieve the director of a Department in a teaching hospital (as defined), and who assumes the same responsibilities as the director as a result of such appointment for a period exceeding four weeks.

Director (Scientist)	\$ 1,510.60
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19.5.13 For the purposes of this clause:

19.5.13(a) Medical Scientists classification, criteria definitions, specific weighting factors formula:

19.5.13(a)(i) The following definitions are to be read in conjunction with the award classification standards.

19.5.13(a)(ii) A Department/Section is to be determined by the following specific weighting factors formula.

19.5.13(a)(iii) Factors taken into consideration

The first factor is based on fixed annual salaries, as at 31 December 1989, for each classification divided by 1000. The annual salary is to be exclusive of overtime and any ancillary payments.

19.5.13(a)(iii)(1) The points for each classification are as follows:

- grade 4 = 52.88;
- grade 3 = 44.68;
- grade 2 = 37.60;
- grade I= 32.08;
- Trainee = 21.18.

19.5.13(a)(iii)(2) Other classifications such as technicians (23.72) nursing, short term, part-time and ancillary staff (points determined as above) may also be included at the discretion of the parties on individual merit criteria.

19.5.13(a)(iii)(3) Reporting relationships vary markedly from institution to institution and in some cases have a bearing on the resultant classification of the Scientist in question on direct accountability grounds.

19.5.13(a)(iii)(4) In respect of staff working afternoon, night and/or weekend rosters, the points are to be allocated to the Scientist responsible for their diagnostic supervision. Staff working on rotation (daily, weekly or monthly in different areas) are to be allocated points on a pro rata basis mutually agreed between the persons in charge of the respective areas in which they work and to whom they are responsible. Evidentiary material may be required in the event of a contested application for reclassification.

19.5.13(a)(iv) The second factor is the aspect of “final responsibility” of the Scientist in question. The criteria for the application of 100 points for this responsibility are:

19.5.13(a)(iv)(1) the Scientist is a NATA approved signatory; or

19.5.13(a)(iv)(2) there is no more senior scientific specialist on site; or

19.5.13(a)(iv)(3) there is no clinical specialist on site.

19.5.13(a)(v) The third factor to be applied is to recognise organisational complexity. The term UNIT (which attracts 40 points) is prescriptive in terms of the organisational entity due to the varied usage of the terminology (Department, Section or Unit). This is to ensure a universally applied approach irrespective of local terminology.

19.5.13(a)(v)(1) Each 'Unit' supervised or for which responsibility is taken attracts 40 points and for the purposes of this clause includes Andrology, Biochemistry, Blood Banking, Cardiology, Cardio-Vascular Perfusion, Clinical Pharmacology, Cytogenetics, Cytology, Embryology, Endocrinology, Gastroenterology, Haematology, Histopathology, IVF Sciences, Immunology, Intensive Care, Lung Function, Medical Physics, Microbiology, Neuropathology, Neurophysiology, Physical Sciences, Renal Dialysis, Renal Unit, Tissue Typing, Vascular Unit or Virology.

19.5.13(a)(v)(2) The term Section is applied to other specific areas, other than the abovementioned and is recognised as a single entity in its own right, and will attract twenty points.

19.5.13(a)(vi) The fourth factor is whether or not the institution in which the Scientist is an employee is a teaching hospital. If so a further 100 points is added to the final score.

19.5.13(a)(vi)(1) Note:

- Class 1 Department/unit/section - <200 points;
- Class 2 Department/unit/section - 200 to <480 points;
- Class 3 Department/unit/section - 480 points or more.

19.5.13(a)(vi)(2) The above points may be amended or varied, in whole or part, from time to time by agreement of the Victorian Hospitals Industrial Association and the Health Services Union of Australia, Victoria No. 4 Branch, and may only be amended or varied via a hearing of the Australian Industrial Relations Commission convened for that purpose.

19.5.13(b) The Medical Scientists Award Working Party

The Medical Scientists Award Working Party shall comprise equal representation from employer and employee parties to this Award.

19.5.13(b)(i) The classification of a Scientist Grade III or IV according to the application of the formula will not become operative unless a beneficial reclassification is endorsed by the Award Working Party in the circumstances where the minimum points are exceeded for at least four continuous weeks.

19.5.13(b)(ii) Reclassifications will be dealt with by the Award Working Party by consideration of submissions from employers or employees.

19.5.13(b)(iii) The role of the Award Working Party in this regard is limited to ensuring that the appropriate criteria are met, and endorsement will not be withheld where the appropriate criteria are met.

19.5.13(b)(iv) Where a reclassification is endorsed by the Award Working Party the reclassification shall apply on and from the date at which the employee assumed the relevant duties or the date on which the circumstances first arose entitling the employee to the reclassification.

19.5.13(c) The Medical Scientists Classification Review Committee

19.5.13(c)(i) This committee will process applications for reclassification based on the merit criteria as per this Award. This Committee shall comprise equal representation from employer and employee parties to this Award.

19.5.14 Higher Qualifications

Where a scientist has a higher qualification he/she shall be paid in addition the following:

19.5.14(a) For M.A.A.C.B., Diploma of Bacteriology, M.Sc., M.App.Sc., M.A.I.P., H.G.S.A.C.C., Graduate Diploma in Health Administration (see clause 4.0 - Definitions) or any other recognised equivalent Degree or Diploma from a tertiary institution, the sum of 6.5 per cent of the "Scientist Grade I, 1st year of experience" rate per week;

19.5.14(b) For F.A.A.C.B., F.A.I.M.L.S., D.Sc., Ph.D., F.A.I.P. or F.I.M.L.S. or Member of the Royal College of Pathologists (see sub-clause 4.0 - Definitions) the sum of 10 per cent of the "Scientist Grade I, 1st year of experience" rate per week.

19.5.14(c) Such allowance shall not be cumulative in the case of multiple higher qualifications. The aforementioned allowance shall not be applicable to Scientists appointed to the positions of Director or Deputy Director of a Department or to the classification Scientist - Grade V.

19.6 Pharmacists

19.6.1 Student Pharmacist

A Student Pharmacist, as defined in 4.9.2, shall be paid at the rate of 27% of the rate prescribed for the "Pharmacist grade I - 1st year of experience after registration".

19.6.2 Trainee Pharmacist

A Trainee Pharmacist, as defined in 4.9.3, shall be paid at the rate of 80% of the rate prescribed for the "Pharmacist grade I - 1st year of experience after registration". Wages for Students and Trainees shall be calculated to the nearest 10 cents, 5 cents or less in a result to be disregarded.

19.6.3 Pharmacist grade I

	Wages per week
	\$
First year of experience after registration	656.70
Second year	688.30
Third year	728.10
Fourth year	758.40
Fifth year and thereafter	789.00

Provided that any employee who holds the degree of Master of Science or Master of Pharmacy of the Victorian College of Pharmacy, or its equivalent as recognised by the Victorian College of Pharmacy shall be entitled to be classified as a “Pharmacist grade I - 3rd year of experience after registration”.

19.6.4 Pharmacist grade 2

A Pharmacist appointed as such or is an employee who is entitled to be classified at least as, or higher than, a “Pharmacist grade I - 2nd year of experience after registration” who has additional responsibilities, e.g.:

19.6.4(a) teaching Pharmacy Students or Trainees;

19.6.4(b) is employed on work which in the opinion of the Director of Pharmacy, as defined, requires special knowledge or depth of experience, e.g.: in ward pharmacy, oncology, specialised manufacturing, drug information, formal clinical trials, outpatient counselling, or areas of equivalent nature.

Pharmacist grade 2	Wages per week
	\$
On appointment	789.00
Second year	825.40
Third year	860.60
Fourth year and thereafter	898.90

Provided that a “Pharmacist grade I - 5th year of experience and thereafter” appointed to this grade shall be paid at the “Pharmacist grade 2 - 2nd year” rate.

19.6.5 Pharmacist grade 3

Grade 3 Pharmacist establishments	Group	No.
The Amalgamated Melbourne and Essendon Hospitals	1A	
Melbourne Campus		5
Essendon Campus		1
Department of Clinical Pharmacology		1
The Alfred Hospital	1A	6
Austin Hospital	1A	5
Monash Medical Centre	1A	5
The Royal Children's Hospital	1B	5
Poisons Information Centre	1	
St Vincent's Hospital	1B	4
The Geelong Hospital	1B	4
Western Hospital	1B	4
Preston and Northcote Community Hospital	2	3
Peter MacCallum Cancer Institute	2	4
The Royal Women's Hospital	2	3
Box Hill Hospital	3	1
Caulfield General Medical Centre Campus	3	1
Dandenong Hospital	3	1
Fairfield Hospital	3	1
Mercy Hospital for Women	3	1
Frankston Hospital	3	1
Wangaratta and District Base Hospital	3	1
Wimmera Base Hospital	3	1
Mildura Base Hospital	3	1
Ballarat Base Hospital	3	1

19.6.5(a) Additions to, or deletions from, the above stated designations shall only be effected in the manner prescribed in 19.6.5(b)

19.6.5(b) A Pharmacist appointed as such. Appointment to this grade shall be in accordance with the following:

19.6.5(b)(i) There shall be a Working Party consisting of employer and Union representatives. The Working Party shall meet each time an application is received to review any aspect of the grade 3 concept.

19.6.5(b)(ii) Any application for changing the established number of positions (as listed above) and/or review of the criteria relating thereto, either by an employer or the union, shall be submitted to the Working Party. Any proposed variation of the number of positions or of the criteria applied by the Working Party shall be subject to ratification by the Commission. In the event of the Working Party being unable to reach agreement the Commission shall decide the question.

19.6.5(b)(iii) In order for an application for an additional grade 3 position to be submitted to the Commission, the Working Party will require reasonable evidence that the functions of the grade 3 positions detailed below are being performed at the time of the application:

19.6.5(b)(iii)(1) the section of the pharmacy Department for which the grade 3 Pharmacist will be responsible, must be established, providing a service, and be assessable by way of a Working Party Services' Questionnaire (as updated from time to time);

19.6.5(b)(iii)(2) a duty statement is available.

19.6.5(c) The functions of the proposed grade 3 Pharmacist position for the section of the Department for which application is being made should be to:

19.6.5(c)(i) organise, coordinate and supervise the day-to-day work of the section;

19.6.5(c)(ii) advise the Director of Pharmacy on matters relating to the section to assist in revising work procedures as required;

19.6.5(c)(iii) organise, plan and implement training programs for new staff, and for pharmacy trainees and students in the section;

19.6.5(c)(iv) communicate and liaise with medical, nursing and other professional staff on matters relating to the section;

19.6.5(c)(v) ensure legislative requirements, accreditation standards and other relevant guidelines relating to the section are being met;

19.6.5(c)(vi) organise and implement a structured quality assurance program for the section;

19.6.5(c)(vii) attend meetings, lectures, etc. relevant to the work of the section;

19.6.5(c)(viii) organise and implement a continuing education program for pharmacy and other hospital staff in the section;

19.6.5(c)(ix) assist in implementing policy in the section;

19.6.5(c)(x) establish and maintain a policies and procedures manual for the section;

19.6.5(c)(xi) ensure continuity of personnel for the operation of the section;

19.6.5(c)(xii) participate actively in the Department's staff meetings;

19.6.5(c)(xiii) assist in clinical trials and research work in which the section is involved;

- 19.6.5(c)(xiv) provide lectures on the activities of the section to pharmacy and other hospital staff;
- 19.6.5(c)(xv) assist with inventory control and purchasing;
- 19.6.5(c)(xvi) maintain contemporary knowledge relevant to the section;
- 19.6.5(c)(xvii) supervise the preparation and presentation of workload statistics for the section;
- 19.6.5(c)(xviii) provide an after-hours service for the section.

	\$
On appointment	941.50
Second year	970.70
Third year and thereafter	993.50

19.6.6 Deputy Director of Pharmacy

A Deputy Director of Pharmacy however titled, is a Pharmacist who is appointed as a deputy to the Director of Pharmacy as defined, and will deputise for the Director in periods of absences as required. There shall be at least two such appointees in each Department of an employing institution named in the Grouping 1A as listed in 4.7.2(a) of this award. There shall be at least one such appointee in each Department of an employing institution named in the Groupings 1B, 2, 3 and 4A as listed in 4.7.2. Additions, or deletions from the stated Groupings shall only be effected in the manner prescribed in 19.6.5(b).

	\$
Group 4A	970.70
Group 3	1,042.10
Group 2	1,063.30
Group 1B	1,084.30
Group 1A	1,136.00

19.6.7 Director of Pharmacy

A Director of Pharmacy, however titled, is a Pharmacist who is appointed as the Pharmacist in charge of a pharmacy Department of an employing institution named in the Groupings 1A to 4B inclusive, as listed in 4.7.2. Additions, or deletions from the stated Groupings shall only be effected in the manner prescribed in 19.6.5(b).

	\$
Group 4B	1,063.30
Group 4A	1,084.30
Group 3	1,136.00
Group 2	1,208.00
Group 1B	1,360.20
Group 1A	1,510.60

19.6.8 Pharmacist in charge - Group 5

A Pharmacist in charge - Group 5 however titled, is a Pharmacist who is appointed as the Pharmacist in charge of the pharmacy Department of an employing institution named in Group 5 as listed in 4.7.2. Additions to or deletions from Group 5 shall only be effected in the manner prescribed in 19.6.10(a). An employee shall be so appointed if he/she is the only Pharmacist employed or is a Pharmacist in charge of a pharmacy Department where the total aggregate ordinary hours worked by other Pharmacists (if any) is not equal to and is less than 38 hours per week.

	\$
On appointment	860.60
2nd year	898.90
3rd year and thereafter	918.30

19.6.9 Relieving Pharmacists

There will be a relieving pharmacist stationed at the Pharmacy Departments of Ballarat Base Hospital, LaTrobe Valley Regional Hospital and Melbourne Health in order to provide relief requirements in public hospitals. These positions will be graded as Pharmacist in Charge – group 5. When called to cover a position of higher grading they shall be paid at the higher rate, the difference in pay being met by the requesting hospital.

19.6.10 Pharmacy groupings

- 19.6.10(a)** There shall be a Working Party consisting of employer and union representatives, which shall from time to time review the criteria determining the groupings listed in 4.7.2.
- 19.6.10(b)** Any application for regrouping and/or a review relating thereto either by an employer and/or by the union shall be submitted to the Working Party.
- 19.6.10(c)** Any proposed variation of the grouping or the criteria, by the Working Party, shall be subject to ratification by the Commission. In the event of the working Party being unable to reach agreement, the Commission shall decide the question.

19.6.11 Higher qualifications

Any Pharmacist who holds the Fellowship Diploma of the Society of Hospital Pharmacists of Australia, the Graduate Diploma in Clinical Pharmacy or the Graduate Diploma in Hospital Pharmacy shall be paid an amount, per week, equal to 5.5% of the rate of pay for a Pharmacist grade I, 3rd year of experience after registration in addition to the appropriate rate prescribed in 19.5. A person holding both qualifications, shall be paid the allowance in respect of one or other qualification but not both.

19.7 Psychologists

19.7.1 Psychologist grade I

A person who has completed studies but is not yet registered, employed as a Psychologist or Probationary Psychologist under supervision, complying with the code of ethics and legal requirements of the psychology profession.

	\$
1st year	610.50
2nd year	635.50
3rd year	665.70
4th year	694.30
5th year	725.00
6th year	753.60
7th year	785.90

19.7.2 Psychologist grade II

A person registered or fully eligible to be registered as a Psychologist, not requiring supervision, and not supervising other Psychologists, complying with the code of ethics and legal requirements of the psychology profession.

	\$
1st year	830.10
2nd year	851.80
3rd year	873.50
4th year	898.20

19.7.3 Psychologist grade III

A Psychologist with a minimum of five years' experience responsible for the supervision of other Psychologists and/or engaged in work requiring specialist knowledge and skill, or involving a significant degree of administration, policy and/or planning involvement. Complies with the code of ethics and legal requirements of the psychology profession.

	\$
1st year	940.20
2nd year	973.40
3rd year	1001.70

19.7.4 Psychologist grade IV

A Senior Psychologist responsible for the administration of a unit, or a group of Psychologists or other counselling staff. Usually responsible for the coordination of a number of sections of a service. and ensures the compliance of others with the code of ethics and legal requirements of the psychology profession.

	\$
1st year	1,044.30
2nd year	1,078.60
3rd year	1124.20

19.8 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 an employee's practice setting(s) over such period.

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review—Wages May 2004* decision [[PR002004](#)]. This arbitrated safety net adjustment 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 arbitrated safety net adjustments.

19.10 Higher Qualifications

Where a psychologist has a higher qualification they shall be paid in addition the following:

- 19.10.1 For M.A., M.Sc., M. Psych., Membership of a College of the Australian Psychological Society, M.B.A., Post Graduate Diploma in Health Administration, or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the Grade I year 1 Psychologists' rate.
- 19.10.2 For Ph.D., D.Sc., or a recognised equivalent qualification, the sum of 10% of the Grade I year 1 Psychologists' rate.

20. HIGHER DUTIES

- 20.1** 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/she assumed such duties, at not less than the minimum rate prescribed for the classification applying to the employee so relieved.
- 20.2** Provided however that where a Laboratory Manager is appointed in writing to assume the same administrative responsibilities as the Director or Pathologist in charge, for a period exceeding four weeks he or she shall be paid at the top incremental level for the classification with the addition of 31.5% of that increment.

21. PAYMENT OF WAGES

- 21.1** Subject to any individual arrangements between an employer and an employee wages shall be paid no later than a Thursday.
- 21.2** On or prior to the pay day the employer shall state to each employee in writing the amount of wages to which he or she is entitled, the amount of deductions therefrom, and the net amount being paid to him or her.

22. DEDUCTIONS AND ALLOWANCES

[22 substituted by [PR954954](#) ppc 20Dec04]

22.1 Meal allowance

An employee shall be paid an allowance:

- 22.1.1 When required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive) or in the case of shift workers when the overtime work on any shift exceeds one hour - \$9.85. Provided that where such overtime work exceeds four hours a further meal allowance of \$6.80 shall be paid.
- 22.1.2 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 employees normal meal time) \$9.53, and where such overtime exceeds four hours a further meal allowance of \$6.58 shall be paid.
- 22.1.3 The above meal allowance provisions shall not apply where a meal is supplied at the employer's expense.

22.2 Lodging and rent (Pharmacists only)

- 22.2.1 Where the employer provides board and lodging, the wage rates prescribed in this award shall be reduced by the following amounts per week:

	\$
Trainees	6.90
Others	15.20
Self-contained furnished accommodation	23.50

and except where the employee buys his or her meals at ruling cafeteria rates, by an additional amount of \$9.70.

Where board and lodging is provided laundry shall also be provided free of charge, or full and adequate facilities for washing and ironing shall be provided.

The expression **board and lodging** includes laundry provided free of charge.

22.3 Removal expenses (Psychologists only)

- 22.3.1 An employee transferred by their employer to a location more than 60 kilometres from the location where they have been employed for at least two years shall be reimbursed reasonable removal expenses by the employer to which they transfer.
- 22.3.2 Provided that in such a case of employer transfer where an employee is required by their employer to reside at a distance 60 kilometres from their former residence they shall be reimbursed reasonable removal expenses.

22.4 Blood check allowance

Any employee exposed to radiation hazards in the course of his or her work shall be entitled to a blood count as often as is considered necessary and shall be reimbursed for any out of pocket expenses arising from such test.

23. OCCUPATIONAL SUPERANNUATION

23.1 Superannuation Legislation

23.1.1 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.

23.1.2 Notwithstanding 23.1.1, the following provisions shall also apply.

23.2 Definitions

23.2.1 **The Fund** for the purpose of this clause shall mean the:

23.2.1(a) Health Employees Superannuation Trust of Australia established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or

23.2.1(b) Subject to the agreement of the union and its members, an employer sponsored fund established prior to 1 July 1987, which complies with the *Superannuation Industry (Supervision) Act 1993* as amended from time to time; or

23.2.1(c) Any other fund provided the area of employment under this award is ancillary to the main business of the employer and the employer makes productivity contributions on behalf of a majority of employees of the employer to a fund which complies with the Occupational Superannuation guidelines and has been approved by the Occupational Superannuation Commissioner and has been approved by an industrial tribunal. Where the other fund expresses contribution amounts in a different formula to the requirements of this award then contributions to that fund shall be made according to the requirements of the industrial agreement or agreements pursuant to that fund.

23.2.2 **Ordinary time earnings** for the purposes of this clause, all references to “ordinary time earnings” shall mean and include:

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

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

23.2.2(c) Over award payments for ordinary hours of work;

23.2.2(d) Shift work premiums;

23.2.2(e) Saturday and Sunday premiums, where they are part of regular work.

23.3 Employers to become a party to the fund

- 23.3.1** 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.
- 23.3.2** 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.
- 23.3.3** 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.

23.4 Eligibility of employees

- 23.4.1** Each employee shall be eligible to join the Fund upon commencement of employment.
- 23.4.2** Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in 23.3.3 was forwarded to the Fund.

23.5 Employer contributions on behalf of each employee

- 23.5.1** 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.
- 23.5.2** The amount of contributions to the Fund shall be calculated to the nearest ten cents, any fraction below five cents shall be disregarded.
- 23.5.3** 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.
- 23.5.4** The Fund and the amount of contributions paid in accordance with this clause and 23.8 shall be included in pay advice notices provided by employers to each employee.
- 23.5.5** 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 38 - Accident pay.

23.6 Unpaid absences

Except as where specified in the rule of the Fund, contributions by respondent employers in respect of unpaid absences will be proportional 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.

23.7 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.

23.8 Employee contributions

- 23.8.1** An employee may make contributions to the Fund in addition to those made by the respondent employer under 23.5.
- 23.8.2** 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.
- 23.8.3** 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.
- 23.8.4** 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.
- 23.8.5** Additional employee contributions to the Fund requested under this clause shall be expressed in whole dollars.

23.9 Exemptions

- 23.9.1** This clause shall not apply to any employer who contributes to the Hospitals Superannuation Board Fund in respect of their employees.
- 23.9.3** Applications for exemption shall be determined in accordance with the Superannuation Test Case [Print L5100] or any decision made in succession thereto.
- 23.9.4** It is recorded that the scheme specified in the first column hereunder is a scheme to which this paragraph 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.

Name of Scheme	Date of Effect of Union Agreement
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PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

24. HOURS

24.1 All Employees Except Pharmacists

24.1.1 The hours for an ordinary week's work shall be worked either - in a week of five days in shifts of not more than 7 hours and 36 minutes each; or by mutual agreement in a week of four days in shifts of not more than ten hours each; or by mutual agreement, provided that the length of any ordinary shift shall not exceed ten hours. 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 of such weeks.

24.1.2 With the exception of time occupied in having meals, the work of each shift shall be continuous.

24.2 Pharmacists, Student Pharmacists and Trainee Pharmacists

The ordinary hours for a week's work for a Pharmacist, Student Pharmacist or Trainee Pharmacist or shall be worked Monday to Friday. Where a Pharmacist, Student Pharmacist or Trainee Pharmacist is required to work on a Saturday he or she shall be paid at the rate of double time. Provided that if the employer so elects, but not otherwise, he or she may be paid at the rate of single time and also be granted the equivalent hours off duty in one period.

24.3 Accrued days off (ADO)

24.3.1 Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish an ADO to provide that:

24.3.1(a) An employee may elect, with the consent of the employer, to take an accrued day off at any time.

24.3.1(b) An employee may elect, with the consent of the employer, to take an accrued day off in half-day amounts.

24.3.1(c) An employee may elect, with the consent of the employer, to accrue some or all accrued days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to reasonable notice by the employee or the employer.

24.3.2 Clause 24.3.1 is subject to the employer informing 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 ADO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

24.3.3 Once a decision has been taken to introduce an enterprise system of ADO flexibility 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.

24.3.4 An employer shall record ADO arrangements in the time and wages book as prescribed by this award at each time the provision is used.

24.4 Summer time

24.4.1 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:

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

24.4.1(b) 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.

24.4.2 The expression **standard time** and **summer time** shall bear the same meaning as are prescribed by legislation, and **legislation** shall mean the *Summer Time Act 1972*, as amended or as substituted.

25. ROSTERS

- 25.1** A roster setting out employees' normal working hours, times of commencing duty, time off duty, times of ending duty and times "on call" shall be kept posted or affixed in some conspicuous and readily accessible place. Except in the case of sickness or other emergency, the roster shall not be altered without at least seven days' notice being given to the employee affected by such alteration.
- 25.2** Where an employer requires an employee (other than a Pharmacist) without seven days notice and outside the circumstances prescribed in 25.1 above, to perform duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.5% of the weekly rate of pay for the classification Scientist grade I - 1st year of experience after qualification.
- 25.3** Where an employer requires a Pharmacist employee without seven days notice and outside the circumstances prescribed in 25.1 above, to perform duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2-1/2% of the weekly rate of pay for the classification Pharmacist grade I - 1st year of experience after qualification.

26. MEAL INTERVALS AND REST INTERVALS

26.1 Meal intervals

26.1.1 All employees except Pharmacists

- 26.1.1(a)** Except as provided in 26.1.1(b) or 26.1.1(c), a meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed each employee during each shift. Such meal interval shall not be counted as time worked.
- 26.1.1(b)** Each employee on night duty who is not relieved from duty (and “on call”) during the rostered meal interval shall be granted a meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.
- 26.1.1(c)** The arrangement set out in 26.1.1(b) may also be adopted in any case where there is mutual agreement between employer and employee.

26.1.2 Pharmacists

A meal interval of not less than 45 minutes and not more than 60 minutes shall be allowed each Pharmacist employee during each shift. Such meal interval shall not be counted as time worked.

26.2 Rest period

At a time suitable to the employer, two rest periods - each of ten minutes duration shall be given to each employee during each eight hour period of duty and shall be counted as time worked.

27. OVERTIME

27.1 All full –time employees except pharmacists

Subject to clause 27.1.1 an employer may require an employee to work reasonable overtime at overtime rates.

27.1.1 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:

- 27.1.1(a)** any risk to employee health and safety;
- 27.1.1(b)** the employee's personal circumstances including any family responsibilities;
- 27.1.1(c)** the needs of the workplace or enterprise;
- 27.1.1(d)** the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- 27.1.1(e)** any other relevant matter.

27.1.2 Only authorised overtime shall be paid for and the following rates of overtime shall apply:

- 27.1.2(a)** in excess of the ordinary hours' work on any one day - time and a half for the first two hours and double time thereafter.
- 27.1.2(b)** outside a spread of twelve hours from the commencement of the rostered period of duty - double time.
- 27.1.2(c)** except as provided for in 27.1.3 overtime shall be paid for and an employee shall not be allowed to take time off in lieu thereof.

27.1.3 A Scientist grade III, and IV may elect in lieu of payment of overtime, to take time off equivalent to the time worked at a time mutually agreed between the employer and the employee.

27.1.4 The provisions of this clause shall not apply to a Scientist - Director or Deputy Director.

27.1.5 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.

27.1.6 An employee who works so much overtime between the termination of his/her previous rostered ordinary hours of duty and the commencement of his/her next succeeding period of duty such that he/she would not have had at least ten consecutive hours off duty between those times, shall, subject to this clause be released after completion of such overtime worked until he/she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

27.1.7 If on the instructions of his or her employer such an employee resumes or continues work without having had such ten 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 ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

27.2 Pharmacists

27.2.1 Except as provided in 27.2.1(d) the following overtime rates shall be paid for all work done:

27.2.1(a) in excess of the ordinary hours' work on any one day - time and a half for the first two hours and double time thereafter.

27.2.1(b) Subject to clause 27.2.1(c) an employer may require an employee to work reasonable overtime at overtime rates.

27.2.1(c) 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:

27.2.1(c)(a) any risk to employee health and safety;

27.2.1(c)(b) the employee's personal circumstances including any family responsibilities;

27.2.1(c)(c) the needs of the workplace or enterprise;

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

27.2.1(c)(e) any other relevant matter.

27.2.1(d) where an employee is required to work on a Saturday or Sunday he or she shall be paid at the rate of double time. Provided that if the employer so elects, but not otherwise, he or she may be paid at the rate of single time and also be granted equivalent hours off duty in one period.

28. ON-CALL/RE-CALL

28.1 On call allowance

28.1.1 Pharmacists

- 28.1.1(a)** An **on call** allowance of 2.5% of the weekly base rate of pay for a Pharmacist grade I, 2nd year of experience 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.
- 28.1.1(b)** The allowance shall be 5% in respect to any other 24-hour period or part thereof on any public holiday or part thereof.

28.1.2 Psychologists

A Psychologist required to be on call outside ordinary hours shall be paid an allowance of 2.5% of his or her weekly wages for each rostered period of duty during which he or she is so required.

28.1.3 All other employees

- 28.1.3(a)** An “on call” allowance of 2.5% of the weekly base rate of pay for Scientist grade I, 2nd year 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.
- 28.1.3(b)** The allowance shall be 5% in respect to any other 24-hour period or part thereof or any public holiday or part thereof.
- 28.1.3(c)** A Scientist Director or Deputy Director required to be on call outside ordinary hours shall be paid an allowance equal to 10% of his or her weekly wages for each week during which he or she is so required.

Provided however, that a Scientist Director or Deputy Director not already on call but who substitutes himself or herself on the normal on-call roster of the laboratory concerned, shall be paid in accordance with the provisions of 28.1.3(a) and 28.1.3(b).

28.2 Recall

- 28.2.1** 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 finishing such recall duty with a minimum of two hours' payment for each such recall, at the following rates:

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

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

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

28.2.3 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. No employee shall present for duty on a voluntary basis unless he or she has had eight consecutive hours (within the meaning of this clause) off duty.

28.3 In the event of any employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to his or her place of residence the employer shall provide adequate transport free of cost to the employee.

28.4 No employee shall be permitted to be on call in the 24 hour period prior to any change of shift.

29. SHIFT WORK

29.1 All employees except Pharmacists

- 29.1.1** In addition to any other rates prescribed elsewhere in this award, an employee whose rostered hours or 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 2.5% of the weekly rate applicable to the “Scientist grade I, 1st year of experience after qualification” per rostered period of duty.
- 29.1.2** 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 Scientist grade I, 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 first year of experience Scientist grade I. Permanently working shall mean working for any period in excess of four consecutive weeks.
- 29.1.3** 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 of the first he or she shall be paid an amount equal to 4% of the rate applicable to the first year of experience Scientist grade I on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.
- 29.1.4** The allowances payable pursuant to this clause shall be calculated to the nearest 5 cents, portions of a cent being disregarded.
- 29.1.5 Saturday and Sunday work**
- 29.1.5(a)** Where Saturday or Sunday duties are required to be carried out in excess of the ordinary week’s work, such duties shall be paid for at the rate of double time.
- 29.1.5(b)** All rostered time of ordinary duty performed on a Saturday or on a Sunday shall be paid for at the rate of time and a half.
- 29.1.5(c)** If the Saturday or Sunday duty involves duty in excess of the prescribed rostered hours, the excess period shall be paid for at the rate of double time for Saturday and Sunday.
- 29.1.5(d)** The provisions of this subclause shall not apply to a Scientist - Director or Deputy Director.

29.2 Pharmacists

- 29.2.1** In addition to any other rates prescribed in this award a Pharmacist 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 8.00 a.m. shall be paid an amount equal to 2.28% of the weekly rate applicable to the “Pharmacist grade I, 1st year of experience after qualification”.
- 29.2.2** Where a Pharmacist employee is required to work on a Saturday or Sunday he or she shall be paid at the rate of double time. Provided that if the employer so elects, but not otherwise, he or she may be paid at the rate of single time and also be granted equivalent hours off duty in one period.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

30. ANNUAL LEAVE

30.1 Period of leave

- 30.1.1** An employee who has been in the service of the same employer for a period of not less than twelve months is entitled (on completion of each year of service with an employer) to 152 hours of annual leave on ordinary pay plus an amount specified in subclause 30.9.
- 30.1.2** For the purposes of this clause, “ordinary pay” means remuneration for the employee’s usual weekly number of hours of work calculated at the ordinary time rate of pay, including higher qualifications allowances, and overaward payments, if any;
- 30.1.3** Where an employee’s usual weekly number of hours are variable, the usual weekly number of hours of work shall be deemed to be the average weekly number of hours worked by her/him during the period in respect of which the right to the annual holiday accrues.

30.2 Annual leave exclusive of public holidays

The annual leave prescribed in 30.1, shall be exclusive of any of the holidays prescribed by clause 36 - 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.

30.3 Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by 30.7, payment shall not be made or accepted in lieu of annual leave.

[30.4 substituted by [PR969161](#) ppc 16Dec05]

- 30.4** 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. Provided that in order to assist employees in balancing their work and family responsibilities, an employer may elect, with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of entitlement.

30.5 Leave allowed before due date

An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such 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. 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 30.7 the employer shall not be liable to make any payment to the employee under 30.7, and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon termination of the employment.

30.6 Payment for period of annual 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.

30.7 Proportionate leave

- 30.7.1** Where the employment of any employee is terminated at the end of the period of employment of less than twelve months, the employer shall forthwith pay to the employee, in addition to all other amounts due to him or her, an amount equal to 1/12th of his or her ordinary pay for that period.
- 30.7.2** Where the employment of an employee who has become entitled to one or more periods of annual leave provided by this award is terminated, the employer shall be deemed to have given all of such leave (except so much, if any, as has already been taken) to the employee as from the date of the termination of the employment, and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of that leave.
- 30.7.3** Clause 30.7.2 applies to and in respect of any annual leave (except so much, if any, as has already been taken) whether or not the employee concerned continues to be entitled (apart from this clause) to take it, and so applies as if the employee's right to take it had accrued immediately before the date of the termination of the employee's employment.
- 30.7.4** Nothing in 30.7.2 or 30.7.3 affects the obligation of an employer to give or an employee to take annual leave in accordance with this award.

30.8 Weekend worker (Scientists and Psychologists only)

30.8.1 Additional leave (full-time)

- 30.8.1(a)** For all purposes of this clause in addition to the leave herein prescribed a full-time employee as defined required to work and who worked ordinary hours as prescribed under clause 24 - Hours, on weekdays and on weekends throughout the qualifying twelve-month period of service shall be allowed 38 working hours leave.
- 30.8.1(b)** A full-time employee with twelve months' continuous service so engaged for part of the qualifying twelve-month period shall have the leave prescribed in 30.1, increased by three hours 48 minutes for each month during which engaged as aforesaid.
- 30.8.1(c)** A full-time employee so engaged for part of the qualifying twelve-month period whose employment is terminated shall receive in addition to other amounts due in lieu of annual leave a pro rata payment based on the amount payable under this clause for the full qualifying twelve-month period and the period so engaged.
- 30.8.1(d)** This clause shall not apply to any weekend on which the employee works four hours or less.

30.8.2 Part-time employees only - Sunday workers

- 30.8.2(a)** For the purposes of this award **Sunday workers** shall mean any employee who in any one year of employment works portion of his or her ordinary hours on a Sunday.
- 30.8.2(b)** A Sunday worker who works on ten or more Saturdays or Sundays during the yearly period of which his or her leave accrues shall be allowed 38 working hours leave additional to the leave herein before prescribed.
- 30.8.2(c)** This clause shall not apply to any Sunday on which the employee works four hours or less.

30.9 Annual leave loading

For all periods of annual leave employees shall in addition receive the higher of either:

- 30.9.1** A loading of 17.5% calculated on the employee's ordinary pay, provided that the maximum annual allowance payable shall be calculated on the base salary for Medical Scientist Grade 3, Year 2; or

30.9.2 Payment for the period of annual leave calculated at his/her average hourly earnings (excluding overtime) over the previous 12 months, or such shorter period of service which might apply, including shift premiums and/or Saturday, Sunday and public holiday premiums, provided that for workers who work on Saturdays and/or Sundays only, or who are rostered on permanent night shift, payment for the period of annual leave shall be calculated at the rate of pay that they would have earned had they been at work.

30.9.3 An employee and employer may agree to defer payment of the annual leave loading prescribed in subclause 30.9.1 in respect of single day absences, until at least five consecutive annual leave days are taken.

30.10 Termination

The loading calculated according to 30.9 shall be payable on proportionate leave calculated according to 30.7.

30.11 Sickness during annual leave

30.11.1 Where an employee becomes sick, whilst on annual leave for a period of not less than five days on which s/he 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 the 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.

30.11.2 The amount of annual leave loading received for any period of annual leave converted to sick leave in accordance with 30.11.1, shall be deducted from any future entitlement to annual leave loading, or if the employee resigns, from termination pay.

[30.12 substituted by [PR969161](#) ppc 16Dec05]

30.12 Annual leave may be taken in single day periods not exceeding ten days in any calendar year at a time or times agreed between the employer and the employee.

31. PERSONAL LEAVE

[31 corrected by [PR958525](#); substituted by [PR969161](#) ppc 16Dec05]

The provisions of this clause apply to full-time and regular part-time, and locum employees not in receipt of the loading under clause 14 or clause 15 (on a pro rata basis).

31.1 Definitions

The term **immediate family** includes:

- 31.1.1** spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- 31.1.2** child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

31.2 Amount of paid personal leave

31.2.1 Paid personal leave is available to an employee, when they are absent:

- due to personal illness or injury; or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

31.2.2 The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:

31.2.2(a) 121 hours and 36 minutes will be available in the first year of service;

31.2.2(b) 136 hours and 48 minutes will be available per annum in the second, third and fourth years of service.

31.2.2(c) 190 hours will be available in the fifth and following years of service.

31.2.3 Where an employee transfers to another hospital or health service under this Award, accumulated sick leave to their credit up to a maximum of 2128 working hours shall be credited to them in their new employment as accumulated sick leave. The hospital or health service may require an employee to produce a written statement from their previous hospital employer specifying the amount of accumulated sick leave standing to their credit at the time of leaving that previous employment.

31.2.4 Pharmacists only

Notwithstanding any other provision in this clause, a pharmacist who contracts an infectious disease in the course of their duties, and the same having been certified to by a medical practitioner approved by the institution shall receive full pay during the necessary period off duty up to but not exceeding a period of three months.

Where a pharmacist transfers to another hospital or health service under this Award, accumulated sick leave to their credit shall be credited to them by their new employer in accordance with a certificate issued by the previous employer.

31.3 Personal leave for personal injury or sickness

31.3.1 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, subject to the conditions set out in this clause.

31.3.2 If the full period of personal leave is not taken in any year, such portion as is not taken shall be cumulative from year to year .

31.4 Personal leave to care for an immediate family or household member

31.4(a) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year 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, subject to the conditions set out in this clause.

31.4(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 31.4 (a), beyond the limit set out in 31.4.(a). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

31.5 Evidence supporting claim

31.5(a) The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

31.5(b) 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 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 the absence.

31.5(c) 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 a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

31.6 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal 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. 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 (up to a maximum of 16 hours) per occasion, provided the requirements of 31.5 are met.

31A. BEREAVEMENT LEAVE

[31A inserted by [PR969161](#) ppc 16Dec05]

The provisions of this clause apply to full-time and part-time employees (on a pro rata basis).

31A.1 Paid leave entitlement

An employee is entitled to four days paid bereavement/compassionate leave annually if a member of the employee's immediate family or household dies/ is seriously ill, or outside Australia dies. An employee is entitled to use accumulated personal leave as paid bereavement leave/compassionate leave up to four days annually when a member of the employee's immediate family or household in Australia dies/is seriously ill if the employee has already used the current year's bereavement/compassionate leave entitlement as prescribed in this paragraph. Proof of death must be provided to the satisfaction of the employer, if requested.

31A.2 Unpaid bereavement leave

Where an employee has exhausted all entitlements under subclause 31A.1, an employee may take up to 4 days unpaid bereavement/compassionate leave. Additional unpaid leave may then be taken by agreement with the employer.

32. JURY SERVICE

- 32.1** 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 wage pursuant to clause 19 - Rates of pay, he or she would have received in respect of ordinary time he or she would have worked had he or she not been on jury service.
- 32.2** 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, the duration of such attendance and the amount received in respect of such jury service.

33. LONG SERVICE LEAVE

33.1 Entitlement

33.1.1 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.

33.1.2 Subject to 33.1.2(c), the amount of such entitlement shall be:

33.1.2(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.

33.1.2(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 the death of the employee, an amount of long service leave equal to 1/30th of the period of his/her service since the last accrual of entitlement to long service leave under 33.1.2(a).

33.1.2(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 wilful misconduct, such amount of long service leave as equals 1/30th of the period of service.

33.2 Service entitling to leave

33.2.1 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 33.1.2(a).

33.2.2 Subject to this clause service shall also include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for National Duty.

33.2.3 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 months duration shall be disregarded.

33.2.4 For the purposes of this clause service shall be deemed to be continuous notwithstanding:

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

33.2.4(b) any absence from work of not more than fourteen days in any year on account of injury or illness or if applicable such longer period as provided in clause 31 - Sick leave;

- 33.2.4(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;
 - 33.2.4(d)** any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 38 - Accident pay;
 - 33.2.4(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;
 - 33.2.4(f)** any interruption arising directly or indirectly from an industrial dispute;
 - 33.2.4(g)** any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the employee's allowable period of absence from employment. An employee's allowable period of absence from employment 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;
 - 33.2.4(h)** the dismissal of an employee if the employee is re-employed within a period not exceeding two months from the date of such dismissal;
 - 33.2.4(i)** any absence from work of a female employee for a period not exceeding twelve months in respect of any pregnancy;
 - 33.2.4(j)** any other absence of a 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 33.2.4(d).
- 33.2.5** In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in 33.2.4(a) to 33.2.4(e) shall be counted as part of the period of his or her service, but any interruption or absence of a kind mentioned in 33.2.4(f) to 33.2.4(j) shall not be counted as part of the period of service unless it is so authorised in writing by the employer.
- 33.2.6** 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.

33.3 Payment in lieu of long service leave on the death of an employee

Where an employee who has completed at least ten year 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 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.

33.4 Payment for period of leave

- 33.4.1** Payment to an employee in respect of long service leave shall be made in one of the following ways:
- 33.4.1(a)** In full in advance when the employee commences his or her leave; or
 - 33.4.1(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
 - 33.4.1(c)** In any other way agreed between the employer and the employee.
- 33.4.2** 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 33.1.2 the employee shall subject to the provisions of 33.1.2(c) be entitled to pay in respect of such leave as at the date of termination of employment.
- 33.4.2(a)** Where any long service leave accrues to an employee pursuant to 33.1.2(c), the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
 - 33.4.2(b)** Provided in the case of an employee of an Institution or Statutory Body who accrues entitlement pursuant to 33.1.2(c) and who intends to be re-employed by another Institution or Statutory Body:
 - 33.4.2(b)(i)** Such an employee may in writing request payment in respect of such leave to be deferred until after the expiry of the employee's allowable period of absence from employment provided in 33.2.4(g).
 - 33.4.2(b)(ii)** 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.
 - 33.4.2(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.
- 33.4.3** 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.

33.5 Taking of leave

- 33.5.1** 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 such leave to commence before the expiry of six months from the date of such determination.
- 33.5.2** Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.
- 33.5.3** If the employer and an employee so agree:
- 33.5.3(a)** the first six months long service leave to which an employee becomes entitled under this determination may be taken in two or three separate periods; and
 - 33.5.3(b)** any subsequent period of long service leave to which the employee becomes entitled may be taken in two separate periods, but save as aforesaid long service shall be taken in one period.
- 33.5.4** 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.
- 33.5.5** Where the employment of an employee who has taken long service leave in advance is subsequently terminated for serious and wilful 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.

33.6 Definitions

For the purpose of this clause the following definitions apply:

- 33.6.1** **Pay** means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in clause 19 - Rates of pay, at the time the leave is taken or (if they die before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

33.6.2 **Month** shall mean a calendar month.

33.6.3 **Institution** shall mean any hospital or benevolent home, community health centre, Society or Association registered and subsidised pursuant to the Health Services Act or the Bush Nursing Association (Inc.).

33.6.4 **Statutory body** means the former Hospital and Charities Commission (Vic) and its successors, The Health Department Victoria and its successors and/or the Nurses Board of Victoria and successors thereto.

34. PARENTAL LEAVE

[34 corrected by [PR958525](#); substituted by [PR969161](#) ppc 16Dec05]

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.

34.1 Definitions

- 34.1.1** For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years 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.
- 34.1.2** Subject to 32.1.3, in this clause, **spouse** includes a de facto or former spouse.
- 34.1.3** In relation to 32.5, spouse includes a de facto spouse but does not include a former spouse.

34.2 Basic entitlement

- 34.2.1** 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.
- 34.2.2** Subject to 32.3.6, 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:
- 34.2.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - 34.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

34.3 Maternity leave

- 34.3.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 34.3.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - 34.3.1(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.

- 34.3.2** When the employee gives notice under 32.3.1(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.
- 34.3.3** 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.
- 34.3.4** Subject to 32.2.1 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.
- 34.3.5** 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.
- 34.3.6 Special maternity leave**
- 34.3.6(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.
- 34.3.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 34.3.6(c)** Where an employee not then on maternity leave suffers 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.
- 34.3.7** Where leave is granted under 32.3.4, 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.

34.4 Paternity leave

- 34.4.1** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:
- 34.4.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

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

34.4.1(c) a statutory declaration stating:

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

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

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

34.4.2 The employee will not be in breach of 32.4.1 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.

34.5 Adoption leave

34.5.1 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.

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

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

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

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

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

34.5.4 Where the placement of 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.

34.5.5 An employee will not be in breach of this clause 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.

34.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. 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.

34.6 Variation of period of parental leave

Unless agreed otherwise 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 to be notified at least four weeks prior to the commencement of the changed arrangements.

34.7 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.

34.8 Transfer to a safe job

34.8.1 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.

34.8.2 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.

34.9 Returning to work after a period of parental leave

34.9.1 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.

34.9.2 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 32.8, the employee will be entitled to return to the position they held immediately before such transfer.

34.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for 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.

34.10 Right to request

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

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

34.10.1(b) to extend the period of unpaid parental leave provided for in clause 31.2.1 by a further continuous period of leave not exceeding 12 months;

34.10.1(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.

34.10.2 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 of 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.

34.10.3 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 31.10.1(b) and 30.10.1(c) must be recorded in writing

34.10.4 Request to return to work part-time

Where an employee wishes to make a request under 31.10.1(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.

34.11 Communication during Parental Leave

34.11.1 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:

34.11.1(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

34.11.1(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.

34.11.2 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.

34.11.3 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 21.13.1.

34.12 Replacement employees

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

34.12.2 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.

35. EXAMINATION LEAVE

[35.1 corrected by [PR958525](#) ppc 29Oct03]

- 35.1** An employee shall be granted leave with full wages in order to attend examinations necessary to obtain a higher qualification as defined in 4.7. Provided that such examinations are held within the Commonwealth of Australia.
- 35.2** The amount of such leave shall be sufficient to allow the employee:
- 35.2.1** to proceed to and from the place of examination; and
- 35.2.2** in addition, to allow three clear days prior to the oral examination and either three clear days or three single days prior to the written papers with a maximum of six days pre-examination study leave in any calendar year;
- 35.3** A Trainee Pharmacist shall be granted one clear day pre-examination study leave with full wages and paid sufficient time to allow the employee to proceed to and from the place of examination to attend the Pharmacy (VI) final examinations.
- 35.4** Any leave granted under the provision of this clause shall be in addition to the provisions of clause 30 - Annual leave.

36. PUBLIC HOLIDAYS

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

- 36.1.1** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 36.1.2** the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday, Eight Hours' Day or Labour Day; and
- 36.1.3** Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

36.2 Holidays in lieu

- 36.2.1** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 36.2.2** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 36.2.3** When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

36.3 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 36.1 and 36.2, those days shall constitute additional days for the purpose of this award.

36.4 Substitution of public holidays by agreement

- 36.4.1** An employer and their 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.
- 36.4.2** An agreement pursuant to 36.4.1 shall be recorded in writing and be available to every affected employee.
- 36.4.3** The union which is party to this award shall be consulted about an agreement pursuant to 36.4.1.
- 36.4.4** Any disputes arising from clause 36.4.3 shall be dealt with through the Disputes Avoidance/Settlement procedures of this award.
- 36.4.5** If no resolution is achieved pursuant to 36.4.4, the employer may apply to the Commission for approval of the agreement reached with their employees. Such application must be made fourteen or more days before the prescribed holiday. After giving the employer and union an opportunity to be heard, the Commission will determine the application.

36.5 Payment for time worked on a public holiday

- 36.5.1** An employee who works (excepting on recall) on any day specified in 36.1 shall:
- 36.5.1(a)** be paid for the time so worked with a minimum of four hours' wages at the rate of time and a half in addition to the weekly wage prescribed herein; or
 - 36.5.1(b)** be entitled to time off amounting to one and a half times the hours worked with a minimum of six hours time off without loss of pay; such time off to be taken at a time mutually convenient to the employer and employee within one month of the day on which the employee worked, provided that where an employee is entitled to a full working day off, such time off work may be added to the employee's annual leave by mutual consent.
- 36.5.2** An employee who is recalled to duty and works on any day specified in sub clause 36.1 shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of two hours payment for each such recall at the rate of time and a half in addition to the weekly wage prescribed herein.
- 36.5.2** Where such holiday occurs on his or her rostered day off, the employee shall be entitled to receive one and a half day's pay in addition to the weekly wage or one and a half days off at a time convenient to the employer without loss of pay in lieu thereof.
- 36.5.3** Where an employee is rostered to work on a public holiday and fails to do so, such employee shall not be entitled to holiday pay for the holiday.
- 36.5.4** Where an employee, who is rostered to work on a public holiday, requests and is granted the day off such employee shall not be entitled to holiday pay for the holiday unless the request was made by the employee at least three clear working days prior to the date of such holiday.
- 36.5.4(a)** Subclause 36.5.4 shall not apply to Pharmacists.
- 36.5.5** In respect of Easter Saturday (Easter Eve), an employee who ordinarily works Monday to Friday and who does not work on Easter Saturday shall be entitled to one day's pay in respect of Easter Saturday or, where there is mutual consent, within four weeks following the date on which such holiday occurred the employee may take one day off in lieu or have one day added to his or her annual leave.

[36.5.6(a) inserted by [PR966112](#) ppc 07Dec05]

- 36.5.6(a)** Where Christmas Day and/or Boxing Day and/or New Year's Day fall on a Saturday or a Sunday, an employee, other than a casual employee, who works on Christmas Day and/or Boxing Day and/or New Year's Day shall be paid at the rate of time and one half for the time worked with a minimum of four hours wages. If such an employee also works on the substitute day or days, he or she shall be paid at the normal award rate for work on this day or these days.

- 36.5.6(a)** In addition to the benefit provided by clause 35.5.6(a), an employee who works on Christmas Day and/or Boxing Day and/or New Year's Day shall, for each day so worked, either be allowed a substitute holiday at a time convenient to the employer or receive an extra day's wages at ordinary rates.
- 36.5.6(c)** This clause overrides any other provisions of the award with which it is inconsistent.

PART 8 - TRANSFERS TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

37. TRAVELLING TRANSPORT AND FARES

[37.1 substituted by [PR954954](#) ppc 20Dec04]

37.1 An employee who is recalled to work outside the normal working hours (provided such work is not continuous with a rostered period of duty) and who uses his or her vehicle for transport to a place of work shall receive the following allowances:

	A kilometre (cents)	A mile (cents)
Motor cars:		
35 PMU and over	60.28	97.09
Under 35 PMU	49.63	79.9
Motor cycles:		
250 cc and over	29.05	46.7
Under 250 cc	21.81	35.0
Bicycles	7.3	-

Note: PMU means power mass units as stated in the certificate of registration for the vehicle.

37.2 An employee on rostered shifts who is required to use public transport to journey to or from work between 9.00pm and 7.00am shall be provided with transport (taxi or hire car) if no public transport is available for the inward and/or outward journey. The institution shall be responsible for the payment of such transport

37.3 Should any employee be required to use his or her vehicle during normal working hours on employer business, the employee shall receive such allowance for mileage as is granted in 37.1.

37.4 An employee on rostered shifts who is required to use public transport to journey to or from work between 9.00 p.m. and 7.00 a.m. shall be provided with transport (taxi or hire car) if no public transport is available for the inward and/or outward journey. The employer shall be responsible for the payment of such transport.

37.5 The rates set out in 37.1 will be subject to regular review based on the rates issued by the Victorian Public Services Commissioner.

PART 9 - ACCIDENT PAY, CLOTHING, EQUIPMENT AND TOOLS ALLOWANCES

38. ACCIDENT PAY

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

38.2 Definitions

For the purposes of this clause, the following definitions shall apply:

38.2.1 **Act** means the *Workers Compensation Act (Victoria) 1958* as amended from time to time, or in respect of an injury occurring on or after 4.00 p.m. on the 1st September, 1985, the *Accident Compensation Act (Victoria) 1985* as amended from time to time.

38.2.2 **Injury** means any physical or mental injury within the meaning of the Act, and no injury shall give rise to an entitlement to accident pay under this clause unless an entitlement exists under the Act.

38.3 Total incapacity

Where an employee is or is determined to be totally incapacitated within the meaning of the Act, the term **accident pay** means a weekly payment of an amount representing the difference between:

38.3.1 the total amount of compensation, paid to the employee during the period of incapacity under the Act for the week; and

38.3.2 the total weekly award rate, as varied from time to time, and any over award payment being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the employer shall not be taken into account.

38.4 Partial incapacity

Where an employee is partially incapacitated within the meaning of the Act, the term **accident pay** means a weekly payment of amount representing the difference between:

38.4.1 the total amount of compensation paid to the employee during the period of incapacity under the Act for the week together with the average weekly amount they are earning

38.4.2 the total weekly award rate, as varied from time to time, and any weekly over award payment being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that:

38.4.2(a) in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the employer shall not be taken into account.

38.5 Payment for part of a week

Where an employee is totally incapacitated or partially incapacitated for part of a week, such an employee shall receive pro rata accident pay for that part of the week. That is, the employee shall be paid his/her ordinary pay, for that part of the week in which he/she worked or was on paid leave. For the part of the week that he/she is incapacitated or partially incapacitated, the employee shall be paid an amount equal to the difference between the amount he/she would have earned for the part of the week if he/she had been performing his/her normal duties and the amount of compensation paid to the employee under the Act for the part of the week he/she was incapacitated.

38.6 Qualifications for payment

Subject to the terms of this clause, an employee covered by this award shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the Act, be paid accident pay by their employer who is liable to pay compensation under the Act, which liability may be discharged by another person on behalf of the employer, provided that:

38.6.1 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 38.6.3 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.

38.6.2 Accident pay shall only be payable to an employee whilst that employee remains in the employment of the employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Act. Provided that if an employee who is partially incapacitated cannot obtain suitable employment from their employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.

38.6.2(a) Provided further that in the case of the termination by an employer of an employee who is incapacitated and receiving 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 wilful misconduct on the part of the employee.

38.6.2(b) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the employer of the continuing payment of weekly payments of compensation.

38.6.3 Subject to this clause, accident pay shall not apply in respect of any injury during the first five normal working days of incapacity. Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive compensation for that disease shall receive accident pay from the first day of incapacity.

38.6.4 In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases 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.

38.6.5 On engagement, an employee may be required to declare all workers compensation and/or accident claims made under the Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay under this award.

38.7 Maximum period of payment

The maximum period or aggregate period of accident pay to be made by the employer shall be a total of 26 weeks for any one injury as defined in 38.2, provided that in respect of an employee receiving or entitled to receive accident pay on or after 1 January 1981, the maximum period or aggregate of periods shall be a total of 39 weeks for any one injury as defined.

38.8 Absences on other than paid leave

An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance with the appropriate award provisions.

38.9 Notice of injury

Following an injury for which they claim to be entitled to receive accident pay, an employee shall give notice in writing of the injury to their employer as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.

38.10 Medical examination

38.10.1 In order to receive an entitlement to accident pay an employee shall meet the requirements of the Act for attending medical examinations.

38.10.2 Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the employer, and is 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.

38.11 Cessation or redemption 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 as from the date of such cessation or redemption.

38.12 Civil damages

- 38.12.1** An employee receiving or who has received accident pay shall advise their employer of any action they may institute or any claim they 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 judgement or settlement on that injury.
- 38.12.2** Where an employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the employers liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement 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 the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- 38.12.3** Where an employee obtains a judgement 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 employers liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement 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 the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

38.13 Insurance against liability

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

38.14 Variations in compensation rates

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

38.15 Death of an employee

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

38.16 Commencement

This clause shall only apply in respect of incapacity arising from any injury occurring or recurring on or after 22 September 1975.

39 CLOTHING, EQUIPMENT AND TOOLS ALLOWANCES

39.1 Telephone allowance

Where an 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.

39.2 Uniform allowance

39.2.1 The employer shall reimburse the cost of a minimum of two washable coats per week. However, where Pharmacists are provided with minimum of two washable coats per week, the allowance shall not apply. Where a Locum is required to provide his or her own coats the employer shall reimburse the laundering cost to the locum, except where the laundering is arranged by the employer at the employer's cost.

39.2.2 Where the employer requires an employee to wear any special clothing, the employer must pay the uniform allowance prescribed by this clause for purchasing such clothing. The provisions of this clause do not apply where the special clothing is paid for by the employer.

39.2.3 Special clothing shall remain the property of the employer. If the employee is responsible for laundering it the employer must pay the laundry allowance prescribed by 39.2.4. This allowance is not payable where the employer launders and maintains the special clothing.

39.2.4 In lieu of the provision of special clothing the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of 88 cents per day or part thereof on duty or \$4.40 per week whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee shall be paid a laundry allowance of 21 cents per day or part thereof on duty or \$1.06 per week which ever is the lesser amount.

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

39.2.6 Where it is necessary that an employee be provided with rubber gloves, protective clothing and safety appliances, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is supplied to the employee at the employer's expense.

PART 10 - AWARD COMPLIANCE

40. POSTING OF AWARD

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

APPENDIX 1 - SCHEDULE OF RESPONDENTS

THE EMPLOYER
ALEXANDRA DISTRICT HOSPITAL
MYRTLE STREET
ALEXANDRA VIC 3714

THE EMPLOYER
ALFRED HOSPITAL
COMMERCIAL ROAD
PRAHRAN VIC 3181

THE EMPLOYER
ALTONA DISTRICT HOSPITAL
5 SARGOOD STREET
ALTONA VIC 3018

THE EMPLOYER
ANNE CAUDLE CENTRAL LINEN SERVICE
100 BARNARD STREET
BENDIGO VIC 3550

THE EMPLOYER
ANNE CAUDLE CENTRE
100 BARNARD STREET
BENDIGO VIC 3550

THE EMPLOYER
APPOLO BAY DISTRICT HOSPITAL
MCLACHLAN STREET
APOLLO BAY VIC 3233

THE EMPLOYER
ARARAT DISTRICT HOSPITAL
GIRDLESTON STREET
ARARAT VIC 3377

THE EMPLOYER
AUSTIN REPATRIATION MEDICAL CENTRE
STUDLEY ROAD
HEIDELBERG VIC 3084

THE EMPLOYER
AUSTIN HOSPITAL CENTRAL
LINEN
STUDLEY ROAD
HEIDELBERG VIC 3084

THE EMPLOYER
BACCHUS MARSH DISTRICT HOSPITAL
GRANT STREET
BACCHUS MARSH VIC 3340

THE EMPLOYER
BALLARAT BASE HOSPITAL
DRUMMOND STREET NORTH
BALLARAT VIC 3350

THE EMPLOYER
BARWON LINEN SERVICE
BALLARAT ROAD
NORTH GEELONG VIC 3215

THE EMPLOYER
BEAUFORT DISTRICT HOSPITAL
HAVELOCK STREET
BEAUFORT VIC 3373

THE EMPLOYER
BENALLA DISTRICT HOSPITAL
COSTER STREET
BENALLA VIC 3672

THE EMPLOYER
BENDIGO HOSPITAL
LUCAN STREET
BENDIGO VIC 3550

THE EMPLOYER
BIRREGURRA COMMUNITY HOSPITAL
STRACHAN STREET
BURREGURRA VIC 3242

THE EMPLOYER
BOORT DISTRICT HOSPITAL
KINIRY STREET
BOORT VIC 3537

THE EMPLOYER
BOX HILL DISTRICT HOSPITAL
NELSON ROAD
BOX HILL VIC 3128

THE EMPLOYER
BRIGHT DISTRICT HOSPITAL
COBDEN STREET
BRIGHT VIC 3741

THE EMPLOYER
BROADMEADOWS HEALTH CENTRE
DIMBOOLA RDS
BROADMEADOWS VIC 3047

THE EMPLOYER
BUNDOORA EXTENDED CARE
CENTRE
PLENTY ROAD
BUNDOORA VIC 3083

THE EMPLOYER
BURWOOD DISTRICT COMMUNITY
HOSPITAL
359 WARRIGAL ROAD
BURWOOD VIC 3125

THE EMPLOYER
CAMPERDOWN HOSPITAL
ROBINSON STREET
CAMPERDOWN VIC 3260

THE EMPLOYER
CARITAS CHRISTI HOSPICE
104 STUDLEY PARK
KEW VIC 3101

THE EMPLOYER
CASTERTON DISTRICT HOSPITAL
CASTERTON VIC 3311

THE EMPLOYER
CAULFIELD GENERAL MEDICAL CENTRE
260 KOOYONG ROAD
SOUTH CAULFIELD VIC 3162

THE EMPLOYER
CENTRAL GIPPSLAND HOSPITAL
PRINCES HIGWAY
TRARALGON VIC 3844

THE EMPLOYER
CENTRAL HIGHLANDS LINEN SERVICE
LONSDALE STREET
BALLARAT VIC 3350

THE EMPLOYER
CLUNES DISTRICT HOSPITAL
SERVICE STREET
CLUNES VIC 3370

THE EMPLOYER
COBRAM DISTRICT HOSPITAL
BROADWAY STREET
COBRAM VIC 3644

THE EMPLOYER
COHUNA DISTRICT HOSPITAL
KING GEORGE ST
COHUNA VIC 3568

THE EMPLOYER
COLAC DISTRICT HOSPITAL
CORANGAMITE STREET
COLAC VIC 3250

THE EMPLOYER
COLERAINE DISTRICT HOSPITAL
MCKEBERY
COLERAINE VIC 3315

THE EMPLOYER
CORIO HOME
NELSON STREET
WARRNAMBOOL VIC 3280

THE EMPLOYER
CORYONG DISTRICT HOSPITAL
KIEL STREET
CORYONG VIC 3707

THE EMPLOYER
CRESWICK DISTRICT HOSPITAL
NAPIER STREET
CRESWICK VIC 3363

THE EMPLOYER
DANDENONG DISTRICT HOSPITAL
CLELAND ROAD
DANDENONG VIC 3175

THE EMPLOYER
DAYLESFORD DISTRICT HOSPITAL
DAYLESFORD VIC 3460

THE EMPLOYER
DIMBOOLA DISTRICT HOSPITAL
LLOYD STREET
DIMBOOLA VIC 3414

THE EMPLOYER
DONALD DISTRICT HOSPITAL
MC CRAKEN AVENUE
DONALD VIC 3480

THE EMPLOYER
DUNOLLY DISTRICT HOSPITAL
HAVELOCK ST
DUNOLLY VIC 3472

THE EMPLOYER
EAGLEHAWK DAY HOSPITAL
EAGLEHAWK VIC 3556

THE EMPLOYER
EAST GIPPSLAND HOSPITAL
DAY STREET
BAIRNSDALE VIC 3875

THE EMPLOYER
ECHUCA DISTRICT HOSPITAL
9 FRANCIS STREET
ECHUCA VIC 3625

THE EMPLOYER
EDENHOPE DISTRICT HOSPITAL
ELIZABETH STREET
EDENHOPE VIC 3318

THE EMPLOYER
EILDON DISTRICT HOSPITAL
EILDON ROAD
EILDON VIC 3713

THE EMPLOYER
ELMORE DISTRICT HOSPITAL
JEFFREY STREET
ELMORE VIC 3558

THE EMPLOYER
ESSENDON DISTRICT HOSPITAL
CHESTER ST
MOONEE PONDS VIC 3039

THE EMPLOYER
FAIRFIELD HOSPITAL
YARRA BEND ROAD
FAIRFIELD VIC 3078

THE EMPLOYER
FOSTER DISTRICT HOSPITAL
87 STATION ROAD
FOSTER VIC 3960

THE EMPLOYER
FRANKSTON COMMUNITY
HOSPITAL
HASTINGS ROAD
FRANKSTON VIC 3199

THE EMPLOYER
GEELONG HOSPITAL
RYRIE STREET
GEELONG VIC 3220

THE EMPLOYER
GEORGE VOWELL CENTRE
COBB ROAD
MOUNT ELIZA VIC 3930

THE EMPLOYER
GIPPSLAND BASE HOSPITAL
89 MCALLISTER STREET
SALE VIC 3850

THE EMPLOYER
GIPPSLAND GERIATRIC CENTRE
122 MCKEAN STREET
BAIRNSDALE VIC 3875

THE EMPLOYER
GOULBURN VALLEY BASE HOSPITAL
GRAHAM STREET
SHEPPARTON VIC 3630

THE EMPLOYER
GRACE MCKELLAR CENTRE
BALLARAT ROAD
NORTH GEELONG VIC 3215

THE EMPLOYER
GREENVALE GERIATRIC CENTRE
PROVIDENCE RD
BROADMEDOWS VIC 3047

THE EMPLOYER
HAMILTON BASE HOSPITAL
FOSTER STREET
HAMILTON VIC 3300

THE EMPLOYER
HAMPTON HOSPITAL
BEACH ROAD
HAMPTON VIC 3188

THE EMPLOYER
HEALESVILLE DISTRICT
HOSPITAL
377 MAROONDAH HIGHWAY
HEALESVILLE VIC 3777

THE EMPLOYER
HEATHCOTE DISTRICT HOSPITAL

HEATHCOTE VIC 3523

THE EMPLOYER
HENRY PRIDE GERIATRIC
CENTRE
NOLAN AVENUE
KEW VIC 3101

THE EMPLOYER
HEYWOOD DISTRICT HOSPITAL

HEYWOOD VIC 3304

THE EMPLOYER
HEYWOOD DISTRICT HOSPITAL
HEYWOOD VIC 3304

THE EMPLOYER
INGLEWOOD HOSPITAL
INGLEWOOD VIC 3517

THE EMPLOYER
JEPARIT DISTRICT HOSPITAL
CHARLES STREET
JEPARIT VIC 3423

THE EMPLOYER
KANIVA DISTRICT HOSPITAL
9 FARMER STREET
KANIVA VIC 3419

THE EMPLOYER
KERANG DISTRICT HOSPITAL
BURGOPYNE ST
KERANG VIC 3579

THE EMPLOYER
KILMORE DISTRICT HOSPITAL
RUTLEDGE STREET
KILMORE VIC 3601

THE EMPLOYER
KINGSTON CENTRE
WARRIGUL ROAD
CHELTENHAM VIC 3192

THE EMPLOYER
KOROIT DISTRICT HOSPITAL
MILL STREET
KOROIT VIC 3282

THE EMPLOYER
KORUMBURRA DISTRICT
HOSPITAL
BRIDGE ST
KORUMBURRA VIC 3950

THE EMPLOYER
KYABRAM DISTRICT HOSPITAL

FENAUGHTY STREET
KYABRAM VIC 3620

THE EMPLOYER
KYNETON DISTRICT HOSPITAL
SIMPSON STREET
KYNETON VIC 3444

THE EMPLOYER
LATROBE VALLEY COMMUNITY HOSPITAL
OLLERTON AVENUE
MOE VIC 3825

THE EMPLOYER
LEONGATHA (WOORALY)
DISTRICT
KOONWARRA ROAD
LEONGATHA VIC 3953

THE EMPLOYER
LISMORE DISTRICT HOSPITAL

LISMORE VIC 3324

THE EMPLOYER
LITTLE COMPANY OF MARY
HOSPITAL
476 KOOYONG ROAD
CAULFIELD VIC 3162

THE EMPLOYER
LORNE COMMUNITY HOSPITAL

MOUNTJOY PARADE
LORNE VIC 3232

THE EMPLOYER
LYNDOCH HOME & HOSPITAL
FOR AGED
HOPKINS ROAD
WARRNAMBOOL VIC 3280

THE EMPLOYER
MACARTHUR DISTRICT HOSPITAL

ARDONACHIE STREET
MACARTHUR VIC 3286

THE EMPLOYER
MAFFRA DISTRICT HOSPITAL
48 KENT STREET
MAFFRA VIC 3860

THE EMPLOYER
MALDON DISTRICT HOSPITAL
HIGH STREET
MALDON VIC 3463

THE EMPLOYER
MANANGATANG DISTRICT
HOSPITAL
PIONEER STREET
MANANGATANG VIC 3490

THE EMPLOYER
MANSFIELD DISTRICT HOSPITAL

HIGHETT STREET
MANSFIELD VIC 3722

THE EMPLOYER
MANVANTARA HOSPITAL
46 WARRANDYTE ROAD
RINGWOOD VIC 3134

THE EMPLOYER
MAROONDAH HOSPITAL
MT DANDENONG ROAD
EAST RINGWOOD VIC 3135

THE EMPLOYER
MARYBOROUGH DISTRICT
HOSPITAL
CLARENDON STREET
MARYBOROUGH VIC 3465

THE EMPLOYER
MC CULLOCH HOUSE

246 CLAYTON ROAD
CLAYTON VIC 3168

THE EMPLOYER
MERCY HOSPITAL FOR WOMEN
CLARENDON STREET
EAST MELBOURNE VIC 3002

THE EMPLOYER
MILDURA BASE HOSPITAL
13TH STREET
MILDURA VIC 3500

THE EMPLOYER
MONASH MEDICAL CENTRE
246 CLAYTON ROAD
CLAYTON VIC 3168

THE EMPLOYER
MOORABBIN COMMUNITY HOSPITAL
P O BOX 72
EAST BENTLEIGH VIC 3165

THE EMPLOYER
MORDIALLOC COMMUNITY
HOSPITAL
NEPEAN HIGHWAY
MORDIALLOC VIC 3195

THE EMPLOYER
MORTLAKE DISTRICT HOSPITAL

MORTLAKE VIC 3272

THE EMPLOYER
MT ALEXANDER HOSPITAL
CORNISH STREET
CASTLEMAINE VIC 3450

THE EMPLOYER
MT ELIZA GERIATRIC CENTRE
JACKSONS ROAD
MOUNT ELIZA VIC 3930

THE EMPLOYER
MT ROYAL
83 POPLAR STREET
PARKVILLE VIC 3052

THE EMPLOYER
MURTOA DISTRICT HOSPITAL
MURTOA VIC 3390

THE EMPLOYER
MYRTLEFORD DISTRICT
HOSPITAL
YACKANDANDAH ROAD
MYRTLEFORD VIC 3737

THE EMPLOYER
NATHALIA DISTRICT HOSPITAL

ELIZABETH STREET
NATHALIA VIC 3638

THE EMPLOYER
NHILL DISTRICT HOSPITAL
NELSON STREET
NHILL VIC 3418

THE EMPLOYER
NORLANE DAY CENTRE
2 WENDOVER AVE
NORLANE VIC 3214

THE EMPLOYER
NORTHERN DISTRICT SCHOOL OF
NURSING
37 ROWAN STREET
BENDIGO VIC 3550

THE EMPLOYER
NUMURKAH DISTRICT HOSPITAL

COOMBS MEMORIAL DRIVE
NUMURKAH VIC 3636

THE EMPLOYER
OMEIO DISTRICT HOSPITAL
EASTERN STREET
OMEIO VIC 3898

THE EMPLOYER
ORBOST DISTRICT HOSPITAL
BOUNDARY ROAD 38
ORBOST VIC 3888

THE EMPLOYER
OUYEN DISTRICT HOSPITAL
SCOTT STREET
OUYEN VIC 3490

THE EMPLOYER
OVENS & MURRAY HOME & HOSPITAL
ALBERT ROAD
BEECHWORTH VIC 3747

THE EMPLOYER
OVENS DISTRICT HOSPITAL
SYDNEY ROAD
BEECHWORTH VIC 3747

THE EMPLOYER
PENS HURST DISTRICT HOSPITAL
WATTON STREET
PENSHURST VIC 3289

THE EMPLOYER
PETER JAMES CENTRE
CNR BURWOOD HWY
NAHONEYS RD
BURWOOD VIC 3125

THE EMPLOYER
PETER KNIGHT CENTRE
117 JOHNSTON STREET
COLLINGWOOD VIC 3066

THE EMPLOYER
PETER MACCULLUM HOSPITAL
481 LITTLE LONSDALE ST
MELBOURNE VIC 3000

THE EMPLOYER
PORT FAIRY HOSPITAL
P O BOX 93
PORT FAIRY VIC 3284

THE EMPLOYER
PORTLAND DISTRICT HOSPITAL
BENTINCK ST
PORTLAND VIC 3305

THE EMPLOYER
PRESTON COMMUNITY HOSPITAL
205 BELL STREET
PRESTON VIC 3072

THE EMPLOYER
PRINCE HENRYS HOSPITAL
ST KILDA ROAD
MELBOURNE VIC 3004

THE EMPLOYER
PRINCESS HILL VILLAGE
PIGDON STREET
CARLTON NORTH VIC 3054

THE EMPLOYER
QUEEN ELIZABETH GERIATRIC
CENTRE
102 ASCOT STREET
BALLARAT VIC 3350

THE EMPLOYER
RED CLIFFS DISTRICT HOSPITAL
JAMIESON AVE
RED CLIFFS VIC 3496

THE EMPLOYER
RED CROSS BLOOD BANK
8 KAVANAGH STREET
SOUTH MELBOURNE VIC 3205

THE EMPLOYER
ROYAL MELBOURNE HOSPITAL
GRATTAN STREET
PARKVILLE VIC 3052

THE EMPLOYER
ROYAL SOUTHERN MEMORIAL
HOSPITAL
260 KOOYONG ROAD
CAULFIELD VIC 3162

THE EMPLOYER
ROYAL TALBOT HOSPITAL
THE BOULEVARD
KEW VIC 3101

THE EMPLOYER
ROYAL VICTORIAN EYE & EAR
HOSPITAL
126 VICTORIA PARADE
EAST MELBOURNE VIC 3002

THE EMPLOYER
ROYAL WOMENS HOSPITAL
GRATTAN STREET
CARLTON VIC 3053

THE EMPLOYER
RUPANYUP DISTRICT HOSPITAL
CROMIE STREET
RUPANYUP VIC 3388

THE EMPLOYER
ROBINVALE DISTRICT HOSPITAL
LATJE ROAD
ROBINVALE VIC 3549

THE EMPLOYER
ROCHESTER DISTRICT HOSPITAL
PASCOE STREET
ROCHESTER VIC 3561

THE EMPLOYER
ROYAL CHILDRENS HOSPITAL
FLEMINGTON ROAD
PARKVILLE VIC 3052

THE EMPLOYER
ROYAL DENTAL HOSPITAL
ELIZABETH STREET
MELBOURNE VIC 3000

THE EMPLOYER
SANDRINGHAM DISTRICT HOSPITAL
193 BLUFF ROAD
SANDRINGHAM VIC 3191

THE EMPLOYER
SEYMOUR DISTRICT HOSPITAL
BRETTONEAUX STREET
SEYMOUR VIC 3660

THE EMPLOYER
SHELLY MEMORIAL HOSPITAL
CHURCH STREET
BUNYIP VIC 3815

THE EMPLOYER
SKIPTON DISTRICT HOSPITAL
SKIPTON VIC 3361

THE EMPLOYER
SOUTHERN PENINSULA HOSPITAL
1527 NEPEAN HIGHWAY
ROSEBUD VIC 3939

THE EMPLOYER
SPRINGVALE DAY HOSPITAL
CNR BALMORAL & BUCKINGHAM
AVES
SPRINGVALE VIC 3171

THE EMPLOYER
ST ARNAUD DISTRICT HOSP.
NORTH WESTERN ROAD

ST ARNAUD 3478

THE EMPLOYER
ST GEORGES HOSPITAL
283 COTHAM ROAD
KEW VIC 3101

THE EMPLOYER
ST KILDA DAY HOSPITAL
435 INKERMAN STREET
ST KILDA VIC 3182

THE EMPLOYER
ST VINCENTS PUBLIC HOSPITAL
VICTORIA PARADE
FITZROY VIC 3065

THE EMPLOYER
STAWELL DISTRICT HOSPITAL
SLOANE STREET
STAWELL VIC 3380

THE EMPLOYER
SUNSHINE DISTRICT HOSPITAL
9 KING EDWARD AVE
SUNSHINE VIC 3020

THE EMPLOYER
SUNSHINE HOSPITAL & HEALTH SERVICE
CNR FURLONG RD & MAJORCA ST
ST ALBANS VIC 3021

THE EMPLOYER
SWAN HILL DISTRICT HOSPITAL
SPLATT STREET
SWAN HILL VIC 3585

THE EMPLOYER
TALLANGATTA DISTRICT HOSPITAL
BARREE STREET
TALLANGATTA VIC 3700

THE EMPLOYER
TATURA DISTRICT HOSPITAL
PARK STREET
TATURA VIC 3616

THE EMPLOYER
TAWONGA DISTRICT HOSPITAL
HOLLANDS STREET
MOUNT BEAUTY VIC 3699

THE EMPLOYER
TERANG DISTRICT HOSPITAL
AUSTIN AVE
TERANG VIC 3264

THE EMPLOYER
TIMBOON DISTRICT HOSPITAL
TIMBOON VIC 3268

THE EMPLOYER
TWEEDLE BABIES HOME
398 BARKLY STREET
FOOTSCRAY VIC 3011

THE EMPLOYER
VICTORIA PARADE GERIATRIC CENTRE
45 VICTORIA PARADE
COLLINGWOOD VIC 3066

THE EMPLOYER
VICTORIAN CYTOLOGY
PO BOX 253B
MELBOURNE VIC 3001

THE EMPLOYER
WANGARATTA BASE HOSPITAL

GREEN STREET
WANGARATTA VIC 3677

THE EMPLOYER
WARANGA-RUSHWORTH MEMORIAL
HOSPITAL
COYLE STREET
RUSHWORTH VIC 3612

THE EMPLOYER
WARRACKNABEAL DISTRICT
HOSPITAL
DIMBOOLA ROAD
WARRACKNABEAL VIC 3393

THE EMPLOYER
WARRNAMBOOL DIST. HOSP.

RYOT STREET
WARRNAMBOOL VIC 3280

THE EMPLOYER
WERRIBEE DISTRICT HOSPITAL
SYNNOT STREET
WERRIBEE VIC 3030

THE EMPLOYER
WEST GIPPSLAND DISTRICT HOSPITAL
LANDSBOROUGH ROAD
WARRAGUL VIC 3820

THE EMPLOYER
WESTERN HOSPITAL
ELEANOR STREET
FOOTSCRAY VIC 3011

THE EMPLOYER
WESTERN REGION HEALTH CENTRE
72 PAISLEY STREET
WEST FOOTSCRAY VIC 3012

THE EMPLOYER
WESTERN REGION WESTADD
49 NICHOLSON STREET
FOOTSCRAY VIC 3011

THE EMPLOYER
WESTERNPORT MEMORIAL HOSPITAL
ROSSITER ROAD
KOOWEERUP VIC 3981

THE EMPLOYER
WILLAURA DISTRICT HOSPITAL
WILLAURA VIC 3291

THE EMPLOYER
WILLIAM ANGLISS COMMUNITY HOSPITAL
TALASKIA ROAD
UPPER FERNTREE GULLY VIC 3156

THE EMPLOYER
WILLIAMSTOWN HOSPITAL
P O BOX 125
WILLIAMSTOWN VIC 3016

THE EMPLOYER
WIMMERA BASE HOSPITAL
BAILLIE STREET
HORSHAM VIC 3400

THE EMPLOYER
WINCHELSEA DISTRICT
HOSPITAL
GOSNEY STREET
WINCHELSEA VIC 3241

THE EMPLOYER
WODONGA DISTRICT HOSPITAL
CNR VERMONT ST & WILSON ST
WODONGA VIC 3690

THE EMPLOYER
WONTHAGGI DISTRICT HOSPITAL
GRAHAM STREET
WONTHAGGI VIC 3995

THE EMPLOYER
WYCHERPROOF HOSPITAL
GRANDVIEW STREET
WYCHERPROOF VIC 3527

THE EMPLOYER
YARRAM DISTRICT HOSPITAL
COMMERCIAL ROAD
YARRAM VIC 3971

THE EMPLOYER
YARRAWONGA DISTRICT HOSPITAL
25 LYNCH STREET
YARRAWONGA VIC 3730

THE EMPLOYER
YEA DISTRICT MEMORIAL
HOSPITAL
STATION STREET
YEA VIC 3717

THE EMPLOYER
ALEXANDRA DISTRICT HOSPITAL
MYRTLE STREET
ALEXANDRA VIC 3714

THE EMPLOYER
ALFRED HOSPITAL
COMMERCIAL ROAD
PRAHRAN VIC 3181

THE EMPLOYER
ALTONA DISTRICT HOSPITAL
5 SARGOOD STREET
ALTONA VIC 3018

THE EMPLOYER
ANNE CAUDLE CENTRAL LINEN SERVICE
100 BARNARD STREET
BENDIGO VIC 3550

THE EMPLOYER
ANNE CAUDLE CENTRE
100 BARNARD STREET
BENDIGO VIC 3550

THE EMPLOYER
APPOLO BAY DISTRICT HOSPITAL
MCLACHLAN STREET
APOLLO BAY VIC 3233

THE EMPLOYER
ARARAT DISTRICT HOSPITAL
GIRDLESTON STREET
ARARAT VIC 3377

THE EMPLOYER
AUSTIN HOSPITAL
STUDLEY ROAD
HEIDELBERG VIC 3084

THE EMPLOYER
AUSTIN HOSPITAL CENTRAL
LINEN
STUDLEY ROAD
HEIDELBERG VIC 3084

THE EMPLOYER
BACCHUS MARSH DISTRICT HOSPITAL

GRANT STREET
BACCHUS MARSH VIC 3340

THE EMPLOYER
BALLARAT BASE HOSPITAL
DRUMMOND STREET NORTH
BALLARAT VIC 3350

THE EMPLOYER
BARWON LINEN SERVICE
BALLARAT ROAD
NORTH GEELONG VIC 3215

THE EMPLOYER
BEAUFORT DISTRICT HOSPITAL
HAVELOCK STREET
BEAUFORT VIC 3373

THE EMPLOYER
BENALLA DISTRICT HOSPITAL
COSTER STREET
BENALLA VIC 3672

THE EMPLOYER
BENDIGO HOSPITAL
LUCAN STREET
BENDIGO VIC 3550

THE EMPLOYER
BIRREGURRA COMMUNITY HOSPITAL
STRACHAN STREET
BURREGURRA VIC 3242

THE EMPLOYER
BOORT DISTRICT HOSPITAL
KINIRY STREET
BOORT VIC 3537

THE EMPLOYER
BOX HILL DISTRICT HOSPITAL
NELSON ROAD
BOX HILL VIC 3128

THE EMPLOYER
BRIGHT DISTRICT HOSPITAL
COBDEN STREET
BRIGHT VIC 3741

THE EMPLOYER
BROADMEADOWS HEALTH CENTRE
DIMBOOLA RDS
BROADMEADOWS VIC 3047

THE EMPLOYER
BUNDOORA EXTENDED CARE
CENTRE
PLENTY ROAD
BUNDOORA VIC 3083

THE EMPLOYER
BURWOOD DISTRICT COMMUNITY
HOSPITAL
359 WARRIGAL ROAD
BURWOOD VIC 3125

THE EMPLOYER
CAMPERDOWN HOSPITAL
ROBINSON STREET
CAMPERDOWN VIC 3260

THE EMPLOYER
CARITAS CHRISTI HOSPICE
104 STUDLEY PARK
KEW VIC 3101

THE EMPLOYER
CASTERTON DISTRICT HOSPITAL
CASTERTON VIC 3311

THE EMPLOYER
CAULFIELD GENERAL MEDICAL CENTRE
260 KOOYONG ROAD
SOUTH CAULFIELD VIC 3162

THE EMPLOYER
CENTRAL GIPPSLAND HOSPITAL
PRINCES HIGWAY
TRARALGON VIC 3844

THE EMPLOYER
CENTRAL HIGHLANDS LINEN SERVICE
LONSDALE STREET
BALLARAT VIC 3350

THE EMPLOYER
CLUNES DISTRICT HOSPITAL
SERVICE STREET
CLUNES VIC 3370

THE EMPLOYER
COBRAM DISTRICT HOSPITAL
BROADWAY STREET
COBRAM VIC 3644

THE EMPLOYER
COHUNA DISTRICT HOSPITAL
KING GEORGE ST
COHUNA VIC 3568

THE EMPLOYER
COLAC DISTRICT HOSPITAL
CORANGAMITE STREET
COLAC VIC 3250

THE EMPLOYER
COLERAINE DISTRICT HOSPITAL
MCKEBERY
COLERAINE VIC 3315

THE EMPLOYER
CORIO HOME
NELSON STREET
WARRNAMBOOL VIC 3280

THE EMPLOYER
CORYONG DISTRICT HOSPITAL
KIEL STREET
CORYONG VIC 3707

THE EMPLOYER
CRESWICK DISTRICT HOSPITAL
NAPIER STREET
CRESWICK VIC 3363

THE EMPLOYER
DANDENONG DISTRICT HOSPITAL
CLELAND ROAD
DANDENONG VIC 3175

THE EMPLOYER
DAYLESFORD DISTRICT HOSPITAL
DAYLESFORD VIC 3460

THE EMPLOYER
DIMBOOLA DISTRICT HOSPITAL
LLOYD STREET
DIMBOOLA VIC 3414

THE EMPLOYER
DONALD DISTRICT HOSPITAL
MC CRAKEN AVENUE
DONALD VIC 3480

THE EMPLOYER
DUNOLLY DISTRICT HOSPITAL
HAVELOCK ST
DUNOLLY VIC 3472

THE EMPLOYER
EAGLEHAWK DAY HOSPITAL
EAGLEHAWK VIC 3556

THE EMPLOYER
EAST GIPPSLAND HOSPITAL
DAY STREET
BAIRNSDALE VIC 3875

THE EMPLOYER
ECHUCA DISTRICT HOSPITAL
9 FRANCIS STREET
ECHUCA VIC 3625

THE EMPLOYER
EDENHOPE DISTRICT HOSPITAL
ELIZABETH STREET
EDENHOPE VIC 3318

THE EMPLOYER
EILDON DISTRICT HOSPITAL
EILDON ROAD
EILDON VIC 3713

THE EMPLOYER
ELMORE DISTRICT HOSPITAL
JEFFREY STREET
ELMORE VIC 3558

THE EMPLOYER
FAIRFIELD HOSPITAL
YARRA BEND ROAD
FAIRFIELD VIC 3078

THE EMPLOYER
FRANKSTON COMMUNITY
HOSPITAL
HASTINGS ROAD
FRANKSTON VIC 3199

THE EMPLOYER
GEORGE VOWELL CENTRE
COBB ROAD
MOUNT ELIZA VIC 3930

THE EMPLOYER
GIPPSLAND GERIATRIC CENTRE
122 MCKEAN STREET
BAIRNSDALE VIC 3875

THE EMPLOYER
GRACE MCKELLAR CENTRE
BALLARAT ROAD
NORTH GEELONG VIC 3215

THE EMPLOYER
HAMILTON BASE HOSPITAL
FOSTER STREET
HAMILTON VIC 3300

THE EMPLOYER
HEALESVILLE DISTRICT
HOSPITAL
377 MAROONDAH HIGHWAY
HEALESVILLE VIC 3777

THE EMPLOYER
HENRY PRIDE GERIATRIC
CENTRE
NOLAN AVENUE
KEW VIC 3101

THE EMPLOYER
ESSENDON DISTRICT HOSPITAL
CHESTER ST
MOONEE PONDS VIC 3039

THE EMPLOYER
FOSTER DISTRICT HOSPITAL
87 STATION ROAD
FOSTER VIC 3960

THE EMPLOYER
GEELONG HOSPITAL
RYRIE STREET
GEELONG VIC 3220

THE EMPLOYER
GIPPSLAND BASE HOSPITAL
89 MCALLISTER STREET
SALE VIC 3850

THE EMPLOYER
GOULBURN VALLEY BASE HOSPITAL
GRAHAM STREET
SHEPPARTON VIC 3630

THE EMPLOYER
GREENVALE GERIATRIC CENTRE
PROVIDENCE RD
BROADMEDOWS VIC 3047

THE EMPLOYER
HAMPTON HOSPITAL
BEACH ROAD
HAMPTON VIC 3188

THE EMPLOYER
HEATHCOTE DISTRICT HOSPITAL
HEATHCOTE VIC 3523

THE EMPLOYER
HEYWOOD DISTRICT HOSPITAL
HEYWOOD VIC 3304

THE EMPLOYER
HEYWOOD DISTRICT HOSPITAL
HEYWOOD VIC 3304

THE EMPLOYER
INGLEWOOD HOSPITAL
INGLEWOOD VIC 3517

THE EMPLOYER
JEPARIT DISTRICT HOSPITAL
CHARLES STREET
JEPARIT VIC 3423

THE EMPLOYER
KANIVA DISTRICT HOSPITAL
9 FARMER STREET
KANIVA VIC 3419

THE EMPLOYER
KERANG DISTRICT HOSPITAL
BURGOPYNE ST
KERANG VIC 3579

THE EMPLOYER
KILMORE DISTRICT HOSPITAL
RUTLEDGE STREET
KILMORE VIC 3601

THE EMPLOYER
KINGSTON CENTRE
WARRIGUL ROAD
CHELTENHAM VIC 3192

THE EMPLOYER
KOROIT DISTRICT HOSPITAL
MILL STREET
KOROIT VIC 3282

THE EMPLOYER
KORUMBURRA DISTRICT
HOSPITAL
BRIDGE ST
KORUMBURRA VIC 3950

THE EMPLOYER
KYABRAM DISTRICT HOSPITAL
FENAUGHTY STREET
KYABRAM VIC 3620

THE EMPLOYER
KYNETON DISTRICT HOSPITAL
SIMPSON STREET
KYNETON VIC 3444

THE EMPLOYER
LATROBE VALLEY COMMUNITY HOSPITAL
OLLERTON AVENUE
MOE VIC 3825

THE EMPLOYER
LEONGATHA (WOORALY)
DISTRICT
KOONWARRA ROAD
LEONGATHA VIC 3953

THE EMPLOYER
LISMORE DISTRICT HOSPITAL
LISMORE VIC 3324

THE EMPLOYER
LITTLE COMPANY OF MARY
HOSPITAL
476 KOOYONG ROAD
CAULFIELD VIC 3162

THE EMPLOYER
LORNE COMMUNITY HOSPITAL
MOUNTJOY PARADE
LORNE VIC 3232

THE EMPLOYER
LYNDOCH HOME & HOSPITAL
FOR AGED
HOPKINS ROAD
WARRNAMBOOL VIC 3280

THE EMPLOYER
MACARTHUR DISTRICT HOSPITAL
ARDONACHIE STREET
MACARTHUR VIC 3286

THE EMPLOYER
MAFFRA DISTRICT HOSPITAL
48 KENT STREET
MAFFRA VIC 3860

THE EMPLOYER
MANANGATANG DISTRICT
HOSPITAL
PIONEER STREET
MANANGATANG VIC 3490

THE EMPLOYER
MANVANTARA HOSPITAL
46 WARRANDYTE ROAD
RINGWOOD VIC 3134

THE EMPLOYER
MARYBOROUGH DISTRICT
HOSPITAL
CLARENDON STREET
MARYBOROUGH VIC 3465

THE EMPLOYER
MERCY HOSPITAL FOR WOMEN
CLARENDON STREET
EAST MELBOURNE VIC 3002

THE EMPLOYER
MONASH MEDICAL CENTRE
246 CLAYTON ROAD
CLAYTON VIC 3168

THE EMPLOYER
MORDIALLOC COMMUNITY
HOSPITAL
NEPEAN HIGHWAY
MORDIALLOC VIC 3195

THE EMPLOYER
MT ALEXANDER HOSPITAL
CORNISH STREET
CASTLEMAINE VIC 3450

THE EMPLOYER
MT ROYAL
83 POPLAR STREET
PARKVILLE VIC 3052

THE EMPLOYER
MALDON DISTRICT HOSPITAL
HIGH STREET
MALDON VIC 3463

THE EMPLOYER
MANSFIELD DISTRICT HOSPITAL
HIGHETT STREET
MANSFIELD VIC 3722

THE EMPLOYER
MAROONDAH HOSPITAL
MT DANDENONG ROAD
EAST RINGWOOD VIC 3135

THE EMPLOYER
MC CULLOCH HOUSE
246 CLAYTON ROAD
CLAYTON VIC 3168

THE EMPLOYER
MILDURA BASE HOSPITAL
13TH STREET
MILDURA VIC 3500

THE EMPLOYER
MOORABBIN COMMUNITY HOSPITAL
P O BOX 72
EAST BENTLEIGH VIC 3165

THE EMPLOYER
MORTLAKE DISTRICT HOSPITAL
MORTLAKE VIC 3272

THE EMPLOYER
MT ELIZA GERIATRIC CENTRE
JACKSONS ROAD
MOUNT ELIZA VIC 3930

THE EMPLOYER
MURTOA DISTRICT HOSPITAL
MURTOA VIC 3390

THE EMPLOYER
MYRTLEFORD DISTRICT
HOSPITAL
YACKANDANDAH ROAD
MYRTLEFORD VIC 3737

THE EMPLOYER
NATHALIA DISTRICT HOSPITAL

ELIZABETH STREET
NATHALIA VIC 3638

THE EMPLOYER
NHILL DISTRICT HOSPITAL
NELSON STREET
NHILL VIC 3418

THE EMPLOYER
NORLANE DAY CENTRE
2 WENDOVER AVE
NORLANE VIC 3214

THE EMPLOYER
NORTHERN DISTRICT SCHOOL OF
NURSING
37 ROWAN STREET
BENDIGO VIC 3550

THE EMPLOYER
NUMURKAH DISTRICT HOSPITAL

COOMBS MEMORIAL DRIVE
NUMURKAH VIC 3636

THE EMPLOYER
OMEIO DISTRICT HOSPITAL
EASTERN STREET
OMEIO VIC 3898

THE EMPLOYER
ORBOST DISTRICT HOSPITAL
BOUNDARY ROAD 38
ORBOST VIC 3888

THE EMPLOYER
OUYEN DISTRICT HOSPITAL
SCOTT STREET
OUYEN VIC 3490

THE EMPLOYER
OVENS & MURRAY HOME & HOSPITAL
ALBERT ROAD
BEECHWORTH VIC 3747

THE EMPLOYER
OVENS DISTRICT HOSPITAL
SYDNEY ROAD
BEECHWORTH VIC 3747

THE EMPLOYER
PENS HURST DISTRICT HOSPITAL
WATTON STREET
PENSHURST VIC 3289

THE EMPLOYER
PETER JAMES CENTRE
CNR BURWOOD HWY &
NAHONEYS RD
BURWOOD VIC 3125

THE EMPLOYER
PETER KNIGHT CENTRE
117 JOHNSTON STREET

COLLINGWOOD VIC 3066

THE EMPLOYER
PETER MACCULLUM HOSPITAL
481 LITTLE LONSDALE ST
MELBOURNE VIC 3000

THE EMPLOYER
PORT FAIRY HOSPITAL
P O BOX 93
PORT FAIRY VIC 3284

THE EMPLOYER
PORTLAND DISTRICT HOSPITAL
BENTINCK ST
PORTLAND VIC 3305

THE EMPLOYER
PRESTON COMMUNITY HOSPITAL
205 BELL STREET
PRESTON VIC 3072

THE EMPLOYER
PRINCE HENRYS HOSPITAL
ST KILDA ROAD
MELBOURNE VIC 3004

THE EMPLOYER
PRINCESS HILL VILLAGE
PIGDON STREET
CARLTON NORTH VIC 3054

THE EMPLOYER
QUEEN ELIZABETH GERIATRIC
CENTRE
102 ASCOT STREET
BALLARAT VIC 3350

THE EMPLOYER
RED CLIFFS DISTRICT HOSPITAL

JAMIESON AVE
RED CLIFFS VIC 3496

THE EMPLOYER
RED CROSS BLOOD BANK
8 KAVANAGH STREET
SOUTH MELBOURNE VIC 3205

THE EMPLOYER
ROYAL MELBOURNE HOSPITAL
GRATTAN STREET
PARKVILLE VIC 3052

THE EMPLOYER
ROYAL SOUTHERN MEMORIAL
HOSPITAL
260 KOOYONG ROAD
CAULFIELD VIC 3162

THE EMPLOYER
ROYAL TALBOT HOSPITAL

THE BOULEVARD
KEW VIC 3101

THE EMPLOYER
ROYAL VICTORIAN EYE & EAR
HOSPITAL
126 VICTORIA PARADE
EAST MELBOURNE VIC 3002

THE EMPLOYER
ROYAL WOMENS HOSPITAL

GRATTAN STREET
CARLTON VIC 3053

THE EMPLOYER
RUPANYUP DISTRICT HOSPITAL
CROMIE STREET
RUPANYUP VIC 3388

THE EMPLOYER
ROBINVALE DISTRICT HOSPITAL
LATJE ROAD
ROBINVALE VIC 3549

THE EMPLOYER
ROCHESTER DISTRICT HOSPITAL
PASCOE STREET
ROCHESTER VIC 3561

THE EMPLOYER
ROYAL CHILDRENS HOSPITAL
FLEMINGTON ROAD
PARKVILLE VIC 3052

THE EMPLOYER
ROYAL DENTAL HOSPITAL
ELIZABETH STREET
MELBOURNE VIC 3000

THE EMPLOYER
SANDRINGHAM DISTRICT HOSPITAL
193 BLUFF ROAD
SANDRINGHAM VIC 3191

THE EMPLOYER
SEYMOUR DISTRICT HOSPITAL
BRETTONEAUX STREET
SEYMOUR VIC 3660

THE EMPLOYER
SHELLY MEMORIAL HOSPITAL
CHURCH STREET
BUNYIP VIC 3815

THE EMPLOYER
SKIPTON DISTRICT HOSPITAL
SKIPTON VIC 3361

THE EMPLOYER
SOUTHERN PENINSULA HOSPITAL
1527 NEPEAN HIGHWAY
ROSEBUD VIC 3939

THE EMPLOYER
SPRINGVALE DAY HOSPITAL
CNR BALMORAL & BUCKINGHAM
AVES
SPRINGVALE VIC 3171

THE EMPLOYER
ST ARNAUD DISTRICT HOSP.
NORTH WESTERN ROAD
ST ARNAUD 3478

THE EMPLOYER
ST GEORGES HOSPITAL
283 COTHAM ROAD
KEW VIC 3101

THE EMPLOYER
ST KILDA DAY HOSPITAL
435 INKERMAN STREET
ST KILDA VIC 3182

THE EMPLOYER
ST VINCENTS PUBLIC HOSPITAL
VICTORIA PARADE
FITZROY VIC 3065

THE EMPLOYER
STAWELL DISTRICT HOSPITAL
SLOANE STREET
STAWELL VIC 3380

THE EMPLOYER
SUNSHINE DISTRICT HOSPITAL
9 KING EDWARD AVE
SUNSHINE VIC 3020

THE EMPLOYER
SUNSHINE HOSPITAL & HEALTH SERVICE
CNR FURLONG RD & MAJORCA ST
ST ALBANS VIC 3021

THE EMPLOYER
SWAN HILL DISTRICT HOSPITAL
SPLATT STREET
SWAN HILL VIC 3585

THE EMPLOYER
TALLANGATTA DISTRICT HOSPITAL
BARREE STREET
TALLANGATTA VIC 3700

THE EMPLOYER
TATURA DISTRICT HOSPITAL
PARK STREET
TATURA VIC 3616

THE EMPLOYER
TAWONGA DISTRICT HOSPITAL
HOLLANDS STREET
MOUNT BEAUTY VIC 3699

THE EMPLOYER
TERANG DISTRICT HOSPITAL
AUSTIN AVE
TERANG VIC 3264

THE EMPLOYER
TIMBOON DISTRICT HOSPITAL
TIMBOON VIC 3268

THE EMPLOYER
TWEEDLE BABIES HOME
398 BARKLY STREET
FOOTSCRAY VIC 3011

THE EMPLOYER
VICTORIA PARADE GERIATRIC CENTRE
45 VICTORIA PARADE
COLLINGWOOD VIC 3066

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VICTORIAN CYTOLOGY
PO BOX 253B
MELBOURNE VIC 3001

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WANGARATTA BASE HOSPITAL

GREEN STREET
WANGARATTA VIC 3677

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WARRACKNABEAL DISTRICT
HOSPITAL
DIMBOOLA ROAD
WARRACKNABEAL VIC 3393

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WERRIBEE DISTRICT HOSPITAL
SYNNOT STREET
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THE EMPLOYER
WESTERN HOSPITAL
ELEANOR STREET
FOOTSCRAY VIC 3011

THE EMPLOYER
WESTERN REGION WESTADD
49 NICHOLSON STREET
FOOTSCRAY VIC 3011

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WILLAURA DISTRICT HOSPITAL
WILLAURA VIC 3291

THE EMPLOYER
WILLIAMSTOWN HOSPITAL
P O BOX 125
WILLIAMSTOWN VIC 3016

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WINCHELSEA DISTRICT
HOSPITAL
GOSNEY STREET
WINCHELSEA VIC 3241

THE EMPLOYER
WARANGA-RUSHWORTH MEMORIAL
HOSPITAL
COYLE STREET
RUSHWORTH VIC 3612

THE EMPLOYER
WARRNAMBOOL DIST. HOSP.

RYOT STREET
WARRNAMBOOL VIC 3280

THE EMPLOYER
WEST GIPPSLAND DISTRICT HOSPITAL
LANDSBOROUGH ROAD
WARRAGUL VIC 3820

THE EMPLOYER
WESTERN REGION HEALTH CENTRE
72 PAISLEY STREET
WEST FOOTSCRAY VIC 3012

THE EMPLOYER
WESTERNPORT MEMORIALHOSPITAL
ROSSITER ROAD
KOOWEERUP VIC 3981

THE EMPLOYER
WILLIAM ANGLISS COMMUNITY HOSPITAL
TALASKIA ROAD
UPPER FERNTREE GULLY VIC 3156

THE EMPLOYER
WIMMERA BASE HOSPITAL
BAILLIE STREET
HORSHAM VIC 3400

THE EMPLOYER
WODONGA DISTRICT HOSPITAL

CNR VERMONT ST & WILSON ST
WODONGA VIC 3690

THE EMPLOYER
WONTHAGGI DISTRICT HOSPITAL
GRAHAM STREET
WONTHAGGI VIC 3995

THE EMPLOYER
WYCHERPROOF HOSPITAL
GRANDVIEW STREET
WYCHERPROOF VIC 3527

THE EMPLOYER
YARRAM DISTRICT HOSPITAL
COMMERCIAL ROAD
YARRAM VIC 3971

THE EMPLOYER
YARRAWONGA DISTRICT HOSPITAL
25 LYNCH STREET
YARRAWONGA VIC 3730

THE EMPLOYER
YEA DISTRICT MEMORIAL
HOSPITAL
STATION STREET
YEA VIC 3717

Anglesea Community Health Centre, McMillar Street, Anglesea Vic 3230
Apollo Bay Community Health Service, McLachlan Street, Apollo Bay Vic 3233
Ascot Vale Community Health Centre, 117 Union Road, Ascot Vale Vic 3032
Austin & Repatriation Medical Centre, PO Box 5555, Heidelberg, 3084
Australian Red Cross Blood Service, Cnr Balston and Kavanagh Streets, Southbank, Vic 3006
Bairnsdale Regional Health Service, 1 Day Street, Bairnsdale Vic 3875
Ballarat Community Health Centre, 260 Vickers Street, Sebastopol Vic
Ballarat East Community Health, 109 Humffray Street, Ballarat South Vic 3350
Ballarat Health Service, Drummond Street North, Ballarat, Vic, 3353
Banyule Community Health Service, Banyule Community Health Service Inc
Barwon Health, The Geelong Hospital, Ryrrie Street, Geelong 3220
Barwon Women's Health Service, P.O. Box 1533, Geelong Vic 3220
Bayside Health, PO Box 315, Prahran, 3181
Bellarine Peninsula Community Health Service Inc., Nelson Road, Point Lonsdale, 3225
Benalla & District Memorial Hospital, Coster Street, Benalla, Vic 3672
Bendigo Health Care Group, Lucan Street Bendigo, Vic, 3550
Bendigo Region Alcohol & Drug, 93 Brougham Street, Bendigo Vic 3550
Bentleigh Bayside Community Health Service, Gardiners Road, East Bentleigh, Vic, 3165
Bethlehem Health Care Melbourne Inc. 476 Kooyong Road, South Caulfield, Vic, 3162
Broadford Community Health Centre, 158 High Street, Broadford Vic 3658
Camberwell Day Hospital, 51 St John's Ave, Camberwell Vic 3124
Castlemaine Community Hospital, P.O. Box 50, Castlemaine Vic 3450
Central Bayside Community Health Service, 355 Nepean Highway Parkdale 3195
Central Gippsland Health Service, Guthridge Parade, Sale, 3850
Central Health Interpreter, 7/288 Mount Alexander Road, Ascot Vale Vic 3032
Chadstone Community Health Centre, 568 Neerim Road, Hughesdale Vic 3166
Chelsea Community Health Centre, 146-147 Nepean Highway, Aspendale Vic 3195
Churchill Community Health Centre, Phillip Parade, Churchill Vic 3842
Cobaw Community Health Service, Wedge Street, Kyneton Vic 3444
Coburg Community Health Centre, 93 Bell Street, Coburg Vic 3058
Colac CHS, Corangamite Street, Colac, 3250
Collingwood Community Health Centre, 154 Sackville Street, Collingwood Vic 3066
Coolaroo Community Health Centre, 100 Longford Crescent, Coolaroo Vic 3048
Corio Community Health Centre, Bacchus Marsh Road, Corio Vic 3214
Corio Community Health Centre, Cnr Gellibrand and Bacchus Marsh Roads, Corio Vic 3214
Craigieburn Community Health, 7 Walters Street, Craigieburn Vic 3064
Craigieburn Rd West Day Care, Craigieburn Road West, Craigieburn Vic 3064

Cranbourne Community Health Centre, Mundaring Drive, Cranbourne Vic 3977
 Deer Park Community Health Service, Station Road, Deer Park Vic 3023
 Diamond Valley Community Health, 66 Wahroonga Crescent Greensborough Vic 3088
 Dianella Community Health Service, 21-27 Hudson Circuit, Meadow Heights, Vic 3048
 Djerriwarrh Health Services, High Street, Melton
 Doncaster Nunawading Community Health Service, 8 Adina St., Blackburn North
 Doutta Gala Community Health Service Inc, P.O. Box 369, Flemington Vic 3031
 Doutta Gala Community Health Services Inc, 12 Gower Street, Kensington Vic 3031
 Doutta Galla Community Health Service, 25 Norwood Crescent, Moonee Ponds, Vic 3039
 Dunmunkle Health Services, Church Street, Minyip Vic 3392
 Eaglehawk Longully Community Health Centre, 19 Bright Street, Eaglehawk Vic 3556
 East Bentleigh Community Health Centre, Gardeners Rd, East Bentleigh Vic 3165
 East Gippsland Centre, McKean Street, Bairnsdale Vic 3875
 East Gippsland Geriatric Centre, P.O. Box 12, Bairnsdale Vic 3875
 East Grampians Health Service, Girdlestone Street, Ararat, Vic 3377
 East Preston Community Health Centre, Cnr Blake and Crevelli Streets, Reservoir East Vic 3136
 Eastern Access Community Health Service, 46 Warrandyte Road, Ringwood, Vic 3134
 Eastern Health, PO Box 94, Box Hill, 3128
 Eastern Suburbs Geriatric Centre, Cnr Mahonys Road and Burwood Highway, Burwood East Vic 3151
 Echuca Regional Health, 9-27 Francis Street, Echuca Victoria 3564
 Eltham CHS, 917 Main Road, Eltham 3095 & 143 Lower Plenty Road, Rosanna, 3084
 Ensay Community Health Centre, Ensay Vic 3895
 Erica Community Health Centre, Erica Vic 3825
 Fawkner Park Health Centre, 240 Malvern Road, Prahran Vic 3181
 Fitzroy Community Health Centre, 6 Brunswick Place, Fitzroy Vic 3065
 Flemington Community Health Centre, 30 Shields Street, Flemington Vic 3031
 Gay Men's Health Centre Vic, 117 Johnson Street, Collingwood Vic 3066
 Geelong Community Health Services, 40 Lt Fyans Street, Geelong Vic 3220
 Gippsland Southern Health Service, Koonwarra Rd, Leongatha, Vic 3953
 Gisbourne and District Community Health and Hospital Incorporated, 5 Neal St., Gisbourne
 Glenview Community Centre, Rutherglen Vic 3685
 Goroke Community Health Centre, Natimuk Road, Goroke Vic 3412
 Goulburn Valley Health, Graham St., Shepparton
 Hepburn Health Service, Hospital Street Daylesford Victoria 3460
 Inglewood/Wedderburn Community Health, 75 Grant Street, Inglewood Vic 3517
 Inner East Community Health Service, 283 Church Street Richmond 3121
 Inner South Community Health Centre, 341 Coventry Street, South Melbourne, 3205
 Inner West Community Health, 20 Bryant Street, Flemington Vic 3031
 International Diabetes Institute, 250 Kooyong Rd. Caulfield 3162
 Isis Primary Care, 1 Andrea St St Albans
 Kensington Community Health Centre, 12 Gower Street, Kensington Vic 3031
 Knox CHS, 1067 Burwood Highway, Ferntree Gully
 Kyabram & District Health Service, PO Box 564 Fenaughty Street, Kyabram 3630
 Lakes Entrance Community Health, Jamieson Street, Lakes Entrance Vic 3909
 Lalor Community Health Centre, 7 Supply Drive, Epping Vic 3076
 Lalor Community Health Centre, Mental Health Team, 18-20 May Road, Lalor Vic 3075
 Latrobe Community Health Service, 81-83 Buckley Street, Morwell, 3840
 Latrobe Regional Hospital, Princes Highway, Traralgon West, Vic 3844
 Lorne Community Health Centre, Albert Street, Lorne Vic 3232
 Lower Hume Community Health Services Inc, 158 High Street, (P.O. Box 84), Broadford Vic 3658

Macedon Ranges Health Service, 5 Neal Street, Gisborne 3437
 Manningham Community Health Service, 8 Jackson Court, Doncaster East, Vic 3109
 Maryborough District Health Service, 77-85 Clarendon Street, Maryborough Vic 3465
 Melbourne Health, Charles Connibere Building, Grattan St, Parkville Vic 3050
 Melton Community Health Centre, 171 High Street, Melton Vic 3337
 Merbein Community Health Centre, Box Street, Merbein Vic 3505
 Mercy Public Hospitals Inc
 Mildura base Hospital, Ontario Ave Mildura Vic 3550
 Mitchell CHS, 72 Ferguson St. Broadford Vic 3658
 Moe Community Health Centre, 42 Fowler Street, Moe Vic 3825
 Monashlink Community Health Service, 7 Dunscombe Avenue, Glen Waverley
 Mooroolbark-Croydon Community Health Centre, 88 Brice Street, Mooroolbark Vic 3138
 Mooroopna Extended Care Centre, Elizabeth Street, Mooroopna Vic 3629
 Moreland Community Health Service Inc., 11 Glenlyon Rd Brunswick 3056
 Morwell Community Health Centre, Princes Highway, Morwell Vic 3840
 Mountain District Community Health Centre Inc, 73 Henry Street, Pakenham Vic 3810
 Mt Alexander Hospital 20 Cornish Street, Castlemaine, Vic, 3450
 North West Hospital, Greenvale Campus, P.O. Box 72, Broadmeadows Vic 3047
 North West Hospital, Poplar Road, Parkville Vic 3052
 Northcote Community Health Centre, 326 High Street, Northcote Vic 3070
 NorthEast Health Wangaratta, PO Box 386 (Green St) Wangaratta Vic 3677
 Northern Health, 201 Bell St. Preston 3072
 Northwest Melbourne Community Health, 49 Buncle Street, North Melbourne Vic 3051
 Nowa Nowa Community Health, Nowa Nowa Vic 3887
 Orbost Community Health Centre, Browning Street, Orbost Vic 3888
 Orbost Regional Health, Boundary Road, Orbost 3888
 Ovens & King Community Health Service, 86 – 90 Rowan Street, Wangaratta, Vic 3677
 Peninsula Community Health Service, 19 Albert Street Mornington Vic 3931
 Peninsula Health, Hastings Road, Frankston Vic 3199
 Peter MacCallum Cancer Institute, St Andrew's Place East Melbourne 3002
 Plenty Valley Community Health Service, 187 Cooper Street, Epping
 Portarlington District Health Centre, 39 Fenwick Street, Portarlington Vic 3223
 Portland & District Hospital, Bentinck Street Portland, Vic 3305
 Portland and District Community Health Service, 33 Otway Street Portland Vic 3305
 Prahran Community Health Service, 240 Malvern Road, Prahran Vic 3181
 Quambatook Community Care Centre, Guthrie Street, Quambatook Vic 3540
 Queen Elizabeth Centre, 53 Lytton Street, Carlton Vic 3053
 Queenscliff Community Health Centre, Nelson Road, Point Lonsdale Vic 3225
 Richmond Community Health Centre, 283 Church Street, Richmond Vic 3121
 Rosedale District Community Centre, 36 Cansick Street, Rosedale Vic 3847
 Royal Victorian Eye & Ear Hospital, 32 Gisborne St East Melbourne 3002
 Rutherglen District Hospital, High Street, Rutherglen Vic 3685
 San Remo District Community Health, Back Beach Road, San Remo Vic 3925
 Sebastopol Community Health, Wilson Lane, Sebastopol Vic 3356
 Sherbrooke Community Health Service, Glenfern Road, Upwey Vic 3158
 South Gippsland Hospital, Station Street, Foster Vic 3960
 South West Healthcare, Ryot Street, Warrnambool, 3280 Vic
 Southern Health, 268 Clayton Road, Clayton 3168
 Southport Community Health Centre, 7 Perrin Street, South Melbourne Vic 3205
 Springvale Community Health, 5 Windsor Ave, Springvale Vic 3171
 St Albans Community Health Centre, 1 Andrea Street, St Albans Vic 3021
 St Kilda Community Health Centre, 18 Mitford Street, St Kilda Vic 3182
 St. Vincent's Health, 41 Victoria Parade, Fitzroy, 3065

Stanhope Community Health Centre, Birdwood Street, Stanhope Vic 3623
Stawell Regional Health, Sloane Street, Stawell, Vic 3380
Sunbury Community Health Service, 12 – 28 Macedon St, Sunbury
Swan Hill District Hospital, Splatt Street, Swan Hill 3585
Timboon Community Health Centre, Wark Street, Timboon Vic 3268
Torquay Community Health Centre, Bell Street, Torquay Vic 3228
Traralgon Community Health Centre, P.O. Box 297, Traralgon Vic 3844
Upper Goulburn Community Health Services, P.O. Box 104, Eildon Vic 3713
Victorian Aids Council, 117 Johnston Street, Collingwood Vic 3066
Victorian Clinical Genetics Services, 10th Floor, Royal Children's Hospital, Flemington Road, Parkville Vic 3052
Victorian Cytology Service, 752 Swanston Street, Carlton Vic 3053
Waverley Community Health Centre, 7 Dunscombe Ave, Glen Waverley Vic 3150
Werribee Community Health Centre, 3 Princes Highway, Werribee Vic 3030
West Bellarine Community Health Centre, Unit 4, 163 Bellarine Highway, Newcomb Vic 3219
West Gippsland Health Care Group, Landsborough Street, Warragul Victoria 3820
Western District Health, Foster Street Hamilton 3300
Western Health, Western Hospital, Gordon Street, Footscray, Vic
Western Region Health Centre, 72-78 Paisley Street, Footscray, Vic 3011
Westgate Community Health Services, 101 Hudson Road, Spotswood Vic 3015
Whitehorse Community Health Service
Whittlesea Community Health, Walnut Street, Whittlesea Vic 3757
Wimmera Health Care Group, Baillie Street, Horsham, 3400
Wodonga Regional Health Service, Vermont Street, Wodonga Vic 3960
Women's and Children's Health, 132 Grattan Street, Carlton, 3053
Wonthaggi & District Hospital, Graham Street, Wonthaggi, Vic 3995
Woorayl District Hospital, Koonwarra Road, Leongatha Vic 3953
Yarrawonga Community Health Centre, Piper Street, Yarrawonga Vic 3730
Yarrawonga District Health Service, Piper Street Yarrawonga 3730

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