



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian Hospitals' Industrial Association
(AG2022/764)

HEALTH AND ALLIED SERVICES, MANAGERS AND ADMINISTRATIVE WORKERS (VICTORIAN PUBLIC SECTOR) (SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2021- 2025

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 13 APRIL 2022

Application for approval of the Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025.

[1] An application has been made for approval of an enterprise agreement known as the *Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Victorian Hospitals' Industrial Association. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

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

[4] I note that several clauses of the Agreement may be inconsistent with the National Employment Standards. Given the National Employment Standards precedence clause at clause 8.2 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

[5] The Health Services Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 April 2022. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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<AE515689 PR740335>

Annexure A



Victorian Hospitals' Industrial Association

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UNDERTAKING UNDER s.190 OF THE FAIR WORK ACT 2009 (CTH)

Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025 (Agreement)

AG2022/764 - Application by Victorian Hospitals' Industrial Association (289V)

I, Stuart McCullough of 88 Maribyrnong Street, Footscray, 3011 in the State of Victoria, Chief Executive Officer, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (**VHIA**)
2. VHIA is the Bargaining Representative for the employers listed in Schedule 1A of the Agreement
3. Pursuant to subsection 190(3) of the *Fair Work Act 2009* (Cth) the VHIA gives an undertaking on behalf of the employers listed in Schedule 1A of the Agreement as follows:

A. Dental Assistant Trainees (Schedule 2B, Part 2, Table B, Dental Assistants employed by Employers other than DHSV and Ballarat Health Service)

The rate of pay for Dental Assistant Trainees employed by Employers other than DHSV and Ballarat Health will be no less than the minimum weekly rate for full time trainees provided under Wage level B (AQF Certificate Level I-III traineeship) of the *Miscellaneous Award 2020* (part-time pro-rata), having regard to the Dental Assistant Trainee's Experience Level and Highest Year of Schooling Completed

Stuart McCullough
Chief Executive Officer

VICTORIAN HOSPITALS' INDUSTRIAL ASSOCIATION



DECISION

Fair Work Act 2009
s.217—Enterprise agreement

Victorian Hospitals' Industrial Association
(AG2022/1012)

HEALTH AND ALLIED SERVICES, MANAGERS AND ADMINISTRATIVE WORKERS (VICTORIAN PUBLIC SECTOR) (SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2021- 2025

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 27 MAY 2022

Application for variation of the Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025 – agreement varied.

Introduction

[1] On 19 May 2022, I issued a decision¹ (the Preliminary Decision) in this matter finding that on the basis of the material before me and having heard from the parties, certain provisions of the *Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025*² (the Agreement) are uncertain and ambiguous and should be varied accordingly. Having regard to the scope of the variations proposed, I then set these out in a draft order. The parties were invited to provide any comments on the draft order by no later than the close of business on Wednesday, 25 May 2022.

[2] The Victorian Hospitals' Industry Association (the Applicant) provided comments on the draft order on 25 May 2022 in which they identified typographical errors and also pressed for some substantive changes to particular clauses, which are discussed below.

[3] The Health Workers Union (HWU), being a division of the Health Services Union (HSU), which is covered by the Agreement and which had previously advised that it supported the application, did not provide any further comment. Nor was any feedback received from the Health Services Advocates & Mediators (HSAM), which represented

¹ [2020] FWCA 1643.

² AE515689.

clients during bargaining for the Agreement as an Employee appointed bargaining representative under s.177(1) of the Act.

Consideration

[4] The Applicant identified that the draft order was in error as it failed to capitalise the words ‘Continuous Service’ (a defined term in the Agreement) where those words appear in the clause 1.6B(c) and (d) in Section 3, Schedule 3D - Classification Structure of the Agreement. The draft order was in error and will be corrected in the final order.

[5] A further error was identified in the draft order of a “Leave Loading Amount” figure in the amended table in Section 3, Schedule 3C, Part 1 of the Agreement. The amount stated in the third column of the table of “\$1,7261.61” was in error and should read “\$1,726.61”. This error will be corrected in the final order.

[6] The Applicant also sought a further amendment to sub-clause 1.6B(d) in Section 3, Schedule 3D - Classification Structure of the Agreement such that the clause should read as follows;

“(d) An Employee whose previous continuous service is not recognised, will commence at Level 1 of their respective Grade and will progress to the next Level effective from their anniversary date with the new Employer, regardless of hours worked per annum or mode of employment.” (emphasis added to highlight proposed change)

[7] Amendments to sub-clause 1.6B in Section 3, Schedule 3D - Classification Structure of the Agreement were considered at length in the Preliminary Decision, with the primary focus of that consideration being in respect of sub-clause (c) which dealt with the treatment of new Employees where continuous service was recognised for the purpose of classifying those employees in the classification structure. The reasoning applied in declining to grant the variation sought in respect of Employees whose continuous service is recognised for the purpose of classifying such an employee is also relevant to consideration of Employees whose continuous service is not recognised. As stated at [19] of the Preliminary Decision;

“[19] I accept that the clause may lead to different employers classifying new employees at various levels in circumstances where those employees come to their new employers with identical continuous service and the same prior classification level. I also accept that a differential outcome in the classification of new employees may arise in employers placing new employees in the classification structure in circumstances where continuous service of those new employees is not recognised. Potential differential outcomes in the classification level of new employees is not attributable to uncertainty or ambiguity in the clause but rather, is a result of the discretion that is conferred by the clause on the employer to classify the employee “*having regard*” to their previous classification level. There is nothing in the existing wording of the clause that evinces an intention of the parties to constrain an employer’s discretion to classify a new employee at what the employer regards as an appropriate level. To grant the variation in the terms sought would result in re-writing the clause in a manner that was not inherent when the parties concluded the Agreement.”

[8] Clause 1.6B in Section 3, Schedule 3D - Classification Structure of the Agreement confers a discretion on employers in classifying new Employees into the classification structure. That discretion is not affected by whether that new Employee has their prior Continuous Service recognised or not. The employer is only required to “have regard” to that Continuous Service in classifying the Employee. There is no warrant for reading into the clause an intention of the parties to fetter that discretion, such that a new Employee whose continuous service is not recognised must be placed at Level 1 of the relevant grade of the classification structure. For these reasons and those set out in the Preliminary Decision, this particular proposed amendment to sub-clause 1.6B(d) in Section 3, Schedule 3D - Classification Structure of the Agreement is rejected.

[9] Turning to the final matter raised by the Applicant, the variation sought to clause 1.6B in Section 3, Schedule 3D - Classification Structure of the Agreement is by way of insertion of a new sub-clause (e) in the following terms;

“(e) An Employee who moves from a lower Grade to a higher Grade will commence at Level 1 of the higher Grade and progress to the next Level from their anniversary date of starting within the higher Grade each year thereafter, regardless of hours worked per annum or mode of employment”

[10] The proposed sub-clause seeks to clarify the progression of Employees between grades of the classification structure. The basis for the variation sought, the ambiguity and uncertainty it is intended to address and how the proposed sub-clause would interact with clause 1.5 in Section 3, Schedule 3D - Classification Structure of the Agreement which deals with progression of existing employees in the classification structure, is not articulated. I consequently decline to grant the variation sought.

Conclusion

[11] On the basis of the material before me and having heard from the parties, I find that certain provisions in the Agreement are uncertain and ambiguous. Accordingly, the Agreement will be varied as follows;

[12] Clause 1.4(a) in Section 3, Schedule 3D of the Agreement is varied as follows;

- (i) By deleting the existing clause 1.4(a) in Section 3, Schedule 3D of the Agreement; and
- (ii) By inserting the amended clause 1.4(a) in Section 3, Schedule 3D of the Agreement in the following terms;
 - “(a) Continuous Service means service, recognised for Long Service Leave purposes, with one and the same Employer or with more than one Employer.”

[13] Clause 1.6B in Section 3, Schedule 3D - Classification Structure of the Agreement is varied as follows;

- (i) By deleting sub-clause 1.6B(c) and (d) in Section 3, Schedule 3D - Classification Structure of the Agreement; and

- (ii) By inserting the amended sub-clause 1.6B(c) and (d) in Section 3, Schedule 3D - Classification Structure of the Agreement in the following terms;

“(c) An Employee where previous Continuous Service is recognised, will progress to the next Level effective from their previously recognised increment date, regardless of hours worked per annum or mode of employment.

(d) An Employee whose previous Continuous Service is not recognised, will progress to the next Level effective from their anniversary date with the new Employer, regardless of hours worked per annum or mode of employment.”

[14] Clause 59.2(b) of Section 1 of the Agreement is varied as follows;

- (i) By deleting the existing clause 59.2(b) in Section 1 of the Agreement; and
- (ii) By inserting the amended clause 59.2(b) in Section 1 of the Agreement as follows;

“(b) Continuous Service includes:

- (i) continuous service with one and the same Employer or
- (ii) continuous service with more than one Employer including Institutions or Statutory Bodies (as defined at subclause 61.1(b)), and
- (iii) includes any period of employment that would count as service under the Act.
- (iv) an Allowable Period as defined in Section 1, Clause 61.1(b)(i).”

[15] The tables found at Section 3, Schedule 3C, Part 1 and 2 of the Agreement are varied as follows;

- (i) By deleting the “Leave Loading Cap” amounts in the existing tables in Section 3, Schedule 3C, Part 1 and 2 of the Agreement; and
- (ii) By inserting the following “Leave Loading Cap” amounts in the amended table in Section 3, Schedule 3C, Part 1 of the Agreement as follows;

Leave Loading Cap					
Leave loading cap (weekly salary exceeds)	\$1,934.50	\$1,937.20	\$2,012.70	\$2,053.00	\$2,094.10
Leave Loading Amount (on 5 weeks annual leave?)	\$1,354.20	\$1,726.61	\$1,761.11	\$1,796.38	\$1,832.34

; and

- (iii) By inserting the following “Leave Loading Cap” amounts in the amended table in Section 3, Schedule 3C, Part 2 of the Agreement as follows;

Leave Loading Cap					
Leave loading cap (weekly salary exceeds)	\$1,934.50	\$1,937.20	\$2,012.70	\$2,053.00	\$2,094.10
Leave Loading Amount (on 5 weeks annual leave?)	\$1,354.20	\$1,726.61	\$1,761.11	\$1,796.38	\$1,832.34

[16] The tables found at clauses 54.2(a)(ii) and 54.2(b)(ii) in Section 1 of the Agreement are varied as follows;

- (i) By deleting the tables in clauses 54.2(a)(ii) and 54.2(b)(ii) in Section 1 of the Agreement; and
- (ii) By inserting an amended table in clause 54.2(a)(ii) in Section 1 of the Agreement in the following terms;

Period worked	Additional weeks' leave	Total weeks' leave
48/52 weeks	4 weeks	9 weeks
49/52 weeks	3 weeks	8 weeks
50/52 weeks	2 weeks	7 weeks
51/52 weeks	1 week	6 weeks

; and

- (iii) By inserting an amended table in clause 54.2(b)(ii) in Section 1 of the Agreement in the following terms;

Period worked	Additional weeks' leave	Total weeks' leave
44/52 weeks	8 weeks	13 weeks
45/52 weeks	7 weeks	12 weeks
46/52 weeks	6 weeks	11 weeks
47/52 weeks	5 weeks	10 weeks
48/52 weeks	4 weeks	9 weeks
49/52 weeks	3 weeks	8 weeks
50/52 weeks	2 weeks	7 weeks
51/52 weeks	1 week	6 weeks

[17] Clause 25.2(c)(i) in Section 2 of the Agreement is varied as follows;

- (i) By deleting the existing clause 25.2(c)(i) in Section 2 of the Agreement; and

- (ii) By inserting the amended clause 25.2(c)(i) in Section 2 of the Agreement as follows;

“(i) work is performed in excess of ordinary hours as prescribed in subclause 22.1 of Section 2; or”

- [18]** Clause 18.5(c) in Section 1 of the Agreement is varied as follows;

- (i) By deleting the existing clause 18.5(c) in Section 1 of the Agreement; and
- (ii) By inserting the amended clause 18.5(c) in Section 1 of the Agreement in the following terms;

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

- [19]** The table found at clause 40.1 in Section 2 of the Agreement is varied as follows;

- (i) By deleting the existing table in clause 40.1 in Section 2 of the Agreement;
- (ii) By deleting the words “Allied Health Assistant Grade 2” where they appear in the table at Section 2, Schedule 2B – Wage Rates of the Agreement in respect of the “Instructor Trades Qualified IG2” classification under the column headings dealing with pay increases on and from 1 July 2021;
- (iii) By inserting an amended table in clause 40.1 in Section 2 of the Agreement in the following terms;

Current classification	New classification
<ul style="list-style-type: none"> • Allied Health Assistant Grade 1 (Unqualified) • Dietary Supervisor • Instructor Trades (Unqualified) • Social Worker/Welfare Aide • Orthotic Technician Grade 1 	Allied Health Assistant Grade 1
<ul style="list-style-type: none"> • Allied Health Assistant Grade 2 (Qualified) • Instructor Trades (Qualified) less than 3 months 	Allied Health Assistant Grade 2
<ul style="list-style-type: none"> • Allied Health Assistant Grade 3 (Qualified) • Orthotic Technician Grade 2 • Orthotic Technician Grade 3 • Orthotic Technician Grade 4 • Orthotic Technician Grade 5 • Instructor Trades (Qualified) 	Allied Health Assistant Grade 3

greater than 3 months	
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; and

- (iv) By inserting the words “Allied Health Assistant Grade 3” in the table at Section 2, Schedule 2B – Wage Rates in the Agreement in respect of the “Instructor Trades Qualified IG2” classification under the column headings dealing with pay increases on and from 1 July 2021

[20] The table found at clause 3.1 in Section 2, Schedule 2D, Part 3 of the Agreement is varied as follows;

- (i) by deleting the definition of Dental Maintenance Technician – Manager currently found in the table.

[21] The following tables are varied in the terms set out below;

- Schedule 2B - Wage Rates Part 1 table in Section 2;
 - Schedule 3B - Wage Rates Part 1 table in Section 3; and
 - Schedule 3B – Wage Rates Part 2 table in Section 3.
- (i) By deleting the following paycodes where they currently appear in the table in Schedule 2B - Wage Rates Part 1 in Section 2 of the Agreement;

Section 2: Allied Health Services	
Classification	Paycode
FOOD SERVICES	
Food and Domestic Services Assistant Grade 1	HA1
Food and Domestic Services Assistant Grade 2	HA18
GENERAL SERVICES	
Cleaner/Patient Transport Assistant Grade 1	IJ1
Cleaner/Patient Transport Assistant Grade 2	U18
Cleaner Grade 3	JN1
Laundryhand Grade 1	HK6
Laundryhand Grade 2	HK19
TECHNICAL AND PERSONAL CARE	
Allied Health Assistant Grade 1	TB1
Allied Health Assistant Grade 2	TB2
Allied Health Assistant Grade 3	TB3
Health Care Worker Grade 1	PW11
Health Care Worker Grade 2	CW11
Health Care Worker Grade 3	WP11
Instrument Technician Grade 1	TD18
Instrument Technician Grade 2	TD19
Instrument Technician Grade 3	TD20
Instrument Technician Grade 4	TD21

Instrument Technician Grade 5	TD22
Dual Qualified Technician	TD23
Pathology Collector Grade 1	ID1
Pathology Collector Grade 2	ID2
Pathology Collector Grade 3	ID4
Theatre Technician Grade 1	H19
Theatre Technician Grade 2	H20
Theatre Technician Grade 3	H21
Theatre Technician Grade 4	H22
Theatre Technician Grade 5	H23

- (ii) By inserting the following paycodes in the table in Schedule 2B - Wage Rates Part 1 in Section 2 of the Agreement;

Section 2: Allied Health Services	
Classification	Paycode
FOOD SERVICES	
Food and Domestic Services Assistant Grade 1	IN13
Food and Domestic Services Assistant Grade 2	IN14
Cook Grade 1	IN15
Cook Grade 2	IN16
Cook Grade 3	IN17
GENERAL SERVICES	
Cleaner/Patient Transport Assistant Grade 1	IN18
Cleaner/Patient Transport Assistant Grade 2	IN19
Cleaner Grade 3	IN20
Laundryhand Grade 1	IN21
Laundryhand Grade 2	IN22
TECHNICAL, CLINICAL AND PERSONAL CARE	
Allied Health Assistant Grade 1	IN28
Allied Health Assistant Grade 2	IN29
Allied Health Assistant Grade 3	IN30
Complementary Therapies Worker Gr.1	IN34
Complementary Therapies Worker Gr. 2	IN35
Complementary Therapies Worker Gr. 3	IN36
Dental Maintenance Technician	IN40
Health Care Worker Grade 1	IN37
Health Care Worker Grade 2	IN38
Health Care Worker Grade 3	IN39
Instrument Technician Grade 1	IN1
Instrument Technician Grade 2	IN2
Instrument Technician Grade 3	IN3
Instrument Technician Grade 4	IN4
Instrument Technician Grade 5	IN5
Dual Qualified Technician	IN6
Leisure and Lifestyle Assistant Grade 1	IN31
Leisure and Lifestyle Assistant Grade 2	IN32

Leisure and Lifestyle Assistant Grade 3	IN33
Pathology Collector Grade 1	IN23
Pathology Collector Grade 2	IN24
Pathology Collector Grade 3	IN26
Pathology Collector Grade 4	IN27
Pathology Collector Reliever/Mobile Collector	IN25
Theatre Technician Grade 1	IN7
Theatre Technician Grade 2	IN8
Theatre Technician Grade 3	IN9
Theatre Technician Grade 4	IN10
Theatre Technician Grade 5	IN11
Liver Transplant Technologist (Austin Health only)	IN12

- (iii) By inserting the following paycodes in the table in Schedule 3B - Wage Rates, Part 1 in Section 3 of the Agreement;

Section 3: Managers and Administrative Workers (other than Royal Women's Hospital and Royal Children's Hospital)	
Classification	Paycode
Grade 1 Level 2	HS14
Grade 1 Level 3	HS15
Grade 1 Level 4	HS16
Grade 1 Level 5	HS17
Grade 2 Level 2	HS18
Grade 2 Level 3	HS19
Grade 2 Level 4	HS20
Grade 2 Level 5	HS21
Grade 3 Level 2	HS22
Grade 3 Level 3	HS23
Grade 3 Level 4	HS24
Grade 3 Level 5	HS25
Grade 4 Level 2	HS26
Grade 4 Level 3	HS27
Grade 4 Level 4	HS28
Grade 4 Level 5	HS29
Grade 5 Level 2	HS30
Grade 5 Level 3	HS31
Grade 5 Level 4	HS32
Grade 5 Level 5	HS33

; and

- (iv) By inserting the following paycodes in the table in Schedule 3B – Wage Rates, Part 2 in Section 3 of the Agreement;

Section 3: Managers and Administrative Workers (Royal Women's Hospital and Royal Children's Hospital)	
Classification	Paycode
Grade 1 Level 2	AO13

[22] The variations will operate from **27 May 2022**. An order giving effect to this decision will be separately issued.



DEPUTY PRESIDENT

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ORDER

Fair Work Act 2009
s.217—Enterprise agreement

Victorian Hospitals' Industrial Association
(AG2022/1012)

**HEALTH AND ALLIED SERVICES, MANAGERS AND
ADMINISTRATIVE WORKERS (VICTORIAN PUBLIC SECTOR)
(SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2021-
2025**

(ODN AG2022/764) [AE515689]

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 27 MAY 2022

Application for variation of the Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025.

[1] Pursuant to the decision issued on 27 May 2022¹, I order that the *Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025*² be varied as follows;

[2] Clause 1.4(a) in Section 3, Schedule 3D of the Agreement is varied as follows;

- (i) By deleting the existing clause 1.4(a) in Section 3, Schedule 3D of the Agreement; and
- (ii) By inserting the amended clause 1.4(a) in Section 3, Schedule 3D of the Agreement in the following terms;
 - “(a) Continuous Service means service, recognised for Long Service Leave purposes, with one and the same Employer or with more than one Employer.”

[3] Clause 1.6B in Section 3, Schedule 3D - Classification Structure of the Agreement is varied as follows;

¹ [2022] FWCA 1731.

² AE515689.

- (i) By deleting sub-clause 1.6B(c) and (d) in Section 3, Schedule 3D - Classification Structure of the Agreement; and
- (ii) By inserting the amended sub-clause 1.6B(c) and (d) in Section 3, Schedule 3D - Classification Structure of the Agreement in the following terms;

“(c) An Employee where previous Continuous Service is recognised, will progress to the next Level effective from their previously recognised increment date, regardless of hours worked per annum or mode of employment.

(d) An Employee whose previous Continuous Service is not recognised, will progress to the next Level effective from their anniversary date with the new Employer, regardless of hours worked per annum or mode of employment.”

[4] Clause 59.2(b) of Section 1 of the Agreement is varied as follows;

- (i) By deleting the existing clause 59.2(b) in Section 1 of the Agreement; and
- (ii) By inserting the amended clause 59.2(b) in Section 1 of the Agreement as follows;

“(b) Continuous Service includes:

- (i) continuous service with one and the same Employer or
- (ii) continuous service with more than one Employer including Institutions or Statutory Bodies (as defined at subclause 61.1(b)), and
- (iii) includes any period of employment that would count as service under the Act.
- (iv) an Allowable Period as defined in Section 1, Clause 61.1(b)(i).”

[5] The tables found at Section 3, Schedule 3C, Part 1 and 2 of the Agreement are varied as follows;

- (i) By deleting the “Leave Loading Cap” amounts in the existing tables in Section 3, Schedule 3C, Part 1 and 2 of the Agreement; and
- (ii) By inserting the following “Leave Loading Cap” amounts in the amended table in Section 3, Schedule 3C, Part 1 of the Agreement as follows;

Leave Loading Cap					
Leave loading cap (weekly salary exceeds)	\$1,934.50	\$1,937.20	\$2,012.70	\$2,053.00	\$2,094.10
Leave Loading Amount (on 5 weeks annual leave?)	\$1,354.20	\$1,726.61	\$1,761.11	\$1,796.38	\$1,832.34

; and

- (iii) By inserting the following “Leave Loading Cap” amounts in the amended table in Section 3, Schedule 3C, Part 2 of the Agreement as follows;

Leave Loading Cap					
Leave loading cap (weekly salary exceeds)	\$1,934.50	\$1,937.20	\$2,012.70	\$2,053.00	\$2,094.10
Leave Loading Amount (on 5 weeks annual leave?)	\$1,354.20	\$1,726.61	\$1,761.11	\$1,796.38	\$1,832.34

[6] The tables found at clauses 54.2(a)(ii) and 54.2(b)(ii) in Section 1 of the Agreement are varied as follows;

- (i) By deleting the tables in clauses 54.2(a)(ii) and 54.2(b)(ii) in Section 1 of the Agreement; and
- (ii) By inserting an amended table in clause 54.2(a)(ii) in Section 1 of the Agreement in the following terms;

Period worked	Additional weeks' leave	Total weeks' leave
48/52 weeks	4 weeks	9 weeks
49/52 weeks	3 weeks	8 weeks
50/52 weeks	2 weeks	7 weeks
51/52 weeks	1 week	6 weeks

; and

- (iii) By inserting an amended table in clause 54.2(b)(ii) in Section 1 of the Agreement in the following terms;

Period worked	Additional weeks' leave	Total weeks' leave
44/52 weeks	8 weeks	13 weeks
45/52 weeks	7 weeks	12 weeks
46/52 weeks	6 weeks	11 weeks
47/52 weeks	5 weeks	10 weeks
48/52 weeks	4 weeks	9 weeks
49/52 weeks	3 weeks	8 weeks
50/52 weeks	2 weeks	7 weeks
51/52 weeks	1 week	6 weeks

[7] Clause 25.2(c)(i) in Section 2 of the Agreement is varied as follows;

- (i) By deleting the existing clause 25.2(c)(i) in Section 2 of the Agreement; and

- (ii) By inserting the amended clause 25.2(c)(i) in Section 2 of the Agreement as follows;

“(i) work is performed in excess of ordinary hours as prescribed in subclause 22.1 of Section 2; or”

- [8]** Clause 18.5(c) in Section 1 of the Agreement is varied as follows;

- (i) By deleting the existing clause 18.5(c) in Section 1 of the Agreement; and
- (ii) By inserting the amended clause 18.5(c) in Section 1 of the Agreement in the following terms;

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

- [9]** The table found at clause 40.1 in Section 2 of the Agreement is varied as follows;

- (i) By deleting the existing table in clause 40.1 in Section 2 of the Agreement;
- (ii) By deleting the words “Allied Health Assistant Grade 2” where they appear in the table at Section 2, Schedule 2B – Wage Rates of the Agreement in respect of the “Instructor Trades Qualified IG2” classification under the column headings dealing with pay increases on and from 1 July 2021;
- (iii) By inserting an amended table in clause 40.1 in Section 2 of the Agreement in the following terms;

Current classification	New classification
<ul style="list-style-type: none"> • Allied Health Assistant Grade 1 (Unqualified) • Dietary Supervisor • Instructor Trades (Unqualified) • Social Worker/Welfare Aide • Orthotic Technician Grade 1 	Allied Health Assistant Grade 1
<ul style="list-style-type: none"> • Allied Health Assistant Grade 2 (Qualified) • Instructor Trades (Qualified) less than 3 months 	Allied Health Assistant Grade 2
<ul style="list-style-type: none"> • Allied Health Assistant Grade 3 (Qualified) • Orthotic Technician Grade 2 • Orthotic Technician Grade 3 • Orthotic Technician Grade 4 • Orthotic Technician Grade 5 	Allied Health Assistant Grade 3

<ul style="list-style-type: none"> Instructor Trades (Qualified) greater than 3 months 	
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and;

- (iv) By inserting the words “Allied Health Assistant Grade 3” in the table at Section 2, Schedule 2B – Wage Rates in the Agreement in respect of the “Instructor Trades Qualified IG2” classification under the column headings dealing with pay increases on and from 1 July 2021

[10] The table found at clause 3.1 in Section 2, Schedule 2D, Part 3 of the Agreement is varied as follows;

- (i) by deleting the definition of Dental Maintenance Technician – Manager currently found in the table.

[11] The following tables are varied in the terms set out below;

- Schedule 2B - Wage Rates Part 1 table in Section 2;
 - Schedule 3B - Wage Rates Part 1 table in Section 3; and
 - Schedule 3B – Wage Rates Part 2 table in Section 3.
- (i) By deleting the following paycodes where they currently appear in the table in Schedule 2B - Wage Rates Part 1 in Section 2 of the Agreement;

Section 2: Allied Health Services	
Classification	Paycode
FOOD SERVICES	
Food and Domestic Services Assistant Grade 1	HA1
Food and Domestic Services Assistant Grade 2	HA18
GENERAL SERVICES	
Cleaner/Patient Transport Assistant Grade 1	IJ1
Cleaner/Patient Transport Assistant Grade 2	U18
Cleaner Grade 3	JN1
Laundryhand Grade 1	HK6
Laundryhand Grade 2	HK19
TECHNICAL AND PERSONAL CARE	
Allied Health Assistant Grade 1	TB1
Allied Health Assistant Grade 2	TB2
Allied Health Assistant Grade 3	TB3
Health Care Worker Grade 1	PW11
Health Care Worker Grade 2	CW11
Health Care Worker Grade 3	WP11
Instrument Technician Grade 1	TD18
Instrument Technician Grade 2	TD19
Instrument Technician Grade 3	TD20

Instrument Technician Grade 4	TD21
Instrument Technician Grade 5	TD22
Dual Qualified Technician	TD23
Pathology Collector Grade 1	ID1
Pathology Collector Grade 2	ID2
Pathology Collector Grade 3	ID4
Theatre Technician Grade 1	H19
Theatre Technician Grade 2	H20
Theatre Technician Grade 3	H21
Theatre Technician Grade 4	H22
Theatre Technician Grade 5	H23

- (ii) By inserting the following paycodes in the table in Schedule 2B - Wage Rates Part 1 in Section 2 of the Agreement;

Section 2: Allied Health Services	
Classification	Paycode
FOOD SERVICES	
Food and Domestic Services Assistant Grade 1	IN13
Food and Domestic Services Assistant Grade 2	IN14
Cook Grade 1	IN15
Cook Grade 2	IN16
Cook Grade 3	IN17
GENERAL SERVICES	
Cleaner/Patient Transport Assistant Grade 1	IN18
Cleaner/Patient Transport Assistant Grade 2	IN19
Cleaner Grade 3	IN20
Laundryhand Grade 1	IN21
Laundryhand Grade 2	IN22
TECHNICAL, CLINICAL AND PERSONAL CARE	
Allied Health Assistant Grade 1	IN28
Allied Health Assistant Grade 2	IN29
Allied Health Assistant Grade 3	IN30
Complementary Therapies Worker Gr.1	IN34
Complementary Therapies Worker Gr. 2	IN35
Complementary Therapies Worker Gr. 3	IN36
Dental Maintenance Technician	IN40
Health Care Worker Grade 1	IN37
Health Care Worker Grade 2	IN38
Health Care Worker Grade 3	IN39
Instrument Technician Grade 1	IN1
Instrument Technician Grade 2	IN2
Instrument Technician Grade 3	IN3
Instrument Technician Grade 4	IN4
Instrument Technician Grade 5	IN5
Dual Qualified Technician	IN6
Leisure and Lifestyle Assistant Grade 1	IN31

Leisure and Lifestyle Assistant Grade 2	IN32
Leisure and Lifestyle Assistant Grade 3	IN33
Pathology Collector Grade 1	IN23
Pathology Collector Grade 2	IN24
Pathology Collector Grade 3	IN26
Pathology Collector Grade 4	IN27
Pathology Collector Reliever/Mobile Collector	IN25
Theatre Technician Grade 1	IN7
Theatre Technician Grade 2	IN8
Theatre Technician Grade 3	IN9
Theatre Technician Grade 4	IN10
Theatre Technician Grade 5	IN11
Liver Transplant Technologist (Austin Health only)	IN12

- (iii) By inserting the following paycodes in the table in Schedule 3B - Wage Rates, Part 1 in Section 3 of the Agreement;

Section 3: Managers and Administrative Workers (other than Royal Women's Hospital and Royal Children's Hospital)	
Classification	Paycode
Grade 1 Level 2	HS14
Grade 1 Level 3	HS15
Grade 1 Level 4	HS16
Grade 1 Level 5	HS17
Grade 2 Level 2	HS18
Grade 2 Level 3	HS19
Grade 2 Level 4	HS20
Grade 2 Level 5	HS21
Grade 3 Level 2	HS22
Grade 3 Level 3	HS23
Grade 3 Level 4	HS24
Grade 3 Level 5	HS25
Grade 4 Level 2	HS26
Grade 4 Level 3	HS27
Grade 4 Level 4	HS28
Grade 4 Level 5	HS29
Grade 5 Level 2	HS30
Grade 5 Level 3	HS31
Grade 5 Level 4	HS32
Grade 5 Level 5	HS33

; and

- (iv) By inserting the following paycodes in the table in Schedule 3B – Wage Rates, Part 2 in Section 3 of the Agreement;

Section 3: Managers and Administrative Workers (Royal Women's Hospital and Royal Children's Hospital)	
Classification	Paycode

Grade 1 Level 2	AO13
Grade 1 Level 3	AO14

[12] The variations will operate from **27 May 2022**.



DEPUTY PRESIDENT

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