



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Health Select Service Pty Ltd
(AG2010/18470)

HEALTH SELECT SERVICES PTY LTD ENTERPRISE AGREEMENT 2010

Ambulance and patient transport

COMMISSIONER GOOLEY

MELBOURNE, 17 DECEMBER 2010

Application for approval of the Health Select Services Pty Ltd Enterprise Agreement 2010.

[1] An application has been made for approval of an enterprise agreement known as the *Health Select Services Pty Ltd Enterprise Agreement 2010* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Health Select Services Pty Ltd. The agreement is a single enterprise agreement.

[2] The Applicant 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.

[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] The Liquor, Hospitality and Miscellaneous 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.

[5] The Agreement was approved on 13 December 2010 and, in accordance with s.54, will operate from 20 December 2010. The nominal expiry date of the Agreement is 19 December 2013.



COMMISSIONER

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ANNEXURE A

Health Select

Continuing the Care

ABN 91 879 281 283 ACN116 771 101

8th December 2010

Fair Work Australia
11 Exhibition Street
Melbourne VIC 3000

Attn: Commissioner Anne Gooley

Dear Commissioner Gooley,

**Health Select Services Pty Ltd Enterprise Agreement 2010
Employer Undertakings – AG 2010/18470**

In relation to Agreement above lodged for approval with Fair Work Australia, I state as follows on behalf of The Employer:

Clause 26.2.2 the term 'immediate family' also includes same-sex couples

Clause 38 The Employer agrees to pay for any medical examination requested of an employee

Yours Sincerely,



Jeanette Cunningham
Managing Director
jcunningham@health-select.com.au
Direct: (03) 9874 8057

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

Health Select Services Pty Ltd Enterprise Agreement 2010

September 2010



**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

1	TITLE OF AGREEMENT.....	4
2	COVERAGE OF THE AGREEMENT	4
3	DATE AND PERIOD OF OPERATION.....	4
4	RELATIONSHIP TO AWARD	4
5	DEFINITION	4
6	PROBATIONARY PERIOD	4
7	ACCIDENT MAKEUP PAY	5
8	EMPLOYEE ENGAGEMENT.....	5
9	CLASSIFICATIONS	8
10	MOTOR VEHICLES.....	10
11	WORKING WITH CHILDREN AND POLICE CHECKS	11
12	INTRODUCTION OF CHANGE.....	11
13	HEALTH AND SAFETY	12
14	INDUCTION.....	12
15	UNIFORMS.....	12
16	TEAM BRIEFING AND TRAINING	13
17	SHIFT TIMES.....	13
18	SATURDAY & SUNDAY WORK.....	13
19	MEAL/REST BREAKS	14
20	REASONABLE ADDITIONAL HOURS.....	15
21	OVERTIME AND ALLOWANCES	16
22	AVAILABILITY ALLOWANCE	18
23	RECALL	19
24	CONTROL CALL.....	19
25	ANNUAL LEAVE	19
26	PERSONAL/CARER'S LEAVE	21
27	ATTENDANCE AT COURT OR BOARD OF INQUIRY	23
28	COMMUNITY SERVICE LEAVE.....	23
29	PARENTAL LEAVE.....	24
30	LONG SERVICE LEAVE	31
31	PUBLIC HOLIDAYS	33
32	PAYROLL.....	34
33	REMUNERATION RECORDS	34
34	SUPERANNUATION	34

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

35	SALARY SACRIFICE	35
36	TERMINATION OF EMPLOYMENT.....	35
37	REDUNDANCY	36
38	MEDICAL EXAMINATION / FITNESS FOR DUTY.....	38
39	SUSPENSION	38
40	RESOLUTION OF DISPUTES AND GRIEVANCES.....	39
41	ANTI-DISCRIMINATION.....	40
42	INDIVIDUAL FLEXIBILITY AGREEMENT	41

HEALTH SELECT SERVICES PTY LTD ENTERPRISE AGREEMENT 2010

1 TITLE OF AGREEMENT

This Agreement shall be known as the **HEALTH SELECT SERVICES PTY LTD ENTERPRISE AGREEMENT 2010** ("Agreement").

2 COVERAGE OF THE AGREEMENT

This Agreement covers and applies to **Health Select Services Pty Ltd [ABN 91 879 271 283]** ("Company") and all employees falling into any of the classifications in this Agreement and who perform work anywhere in Australia.

This Agreement supersedes and replaces any previous certified agreement or workplace agreement.

3 DATE AND PERIOD OF OPERATION

This Agreement shall operate seven days after the date on which Fair Work Australia declares that it passes the Better Off Overall Test and shall remain in force for a period of three (3) years.

4 RELATIONSHIP TO AWARD

This Agreement shall operate to encompass all terms and conditions of employment and shall operate to the exclusion of any and all other agreements and/or awards.

5 DEFINITION

"NES" means National Employment Standards

"**Ordinary Time rate of Pay**" means the pay rate for the classification listed in Schedule A, including casual loading as applicable.

"FWA" means Fair Work Australia

6 PROBATIONARY PERIOD

All new employees (other than casuals) will commence employment with a six (6) month probationary period. During the probationary period their employment may be terminated on the provision of one week's notice either by the employee or the employer. The Company may, at its entire discretion, pay the employee in lieu of all or some of the notice period.

HEALTH SELECT SERVICES PTY LTD ENTERPRISE AGREEMENT 2010

7 ACCIDENT MAKEUP PAY

An employee is entitled to accident make up pay during a period of accident compensation leave where the employee is in receipt of weekly payments under the Accident Compensation Act 1985. Accident Make up Pay is payable for a period of thirty nine (39) weeks in respect of any one injury.

Accident Make up Pay is the difference between the weekly payments of compensation under the above named act and the employee's weekly rate of pay provided for in this Agreement not including shift penalties or overtime.

8 EMPLOYEE ENGAGEMENT

8.1 *Types of employment*

Employees may be engaged under this Agreement as either full time, part time or casual. However, the basis of employment can be changed at any time by mutual agreement between Health Select and the employee. Each of these employment categories is broadly defined as follows:

8.2 *Full time*

- 8.2.1 A full time employee is one engaged to work thirty eight (38) hours per week or seventy six (76) hours per fortnight and paid as such in accordance with Schedule A.
- 8.2.2 These hours may be averaged over a fourteen (14) day period or over a roster cycle to allow for more flexibility, taking into account that the nature of the work means that starting times can be rostered but finishing times will vary depending on the work demands on any particular day.
- 8.2.3 Where a full time employee's rostered hours of work exceed seventy six (76) hours per fortnight, payment shall be paid at time and a half for the first two (2) hours and double time thereafter.
- 8.2.4 An employee who regularly works a rostered forty (40) ordinary hours per week is entitled to:
 - (i) Twelve (12) days paid leave for each year of such work, to be added to their annual leave; or
 - (ii) Take one accrued day off (ADO) in each four week period in accordance with the roster. Where it is sought to change an ADO there must be mutual agreement. Where an employee's ADO falls on a public holiday, another ADO will be determined by the employer to be taken instead, within the same four week cycle where practical.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

8.3 Part time

- 8.3.1** A part-time employee is an employee engaged on a regular basis to work less than thirty eight (38) hours per week but may from time to time work thirty eight (38) hours per week and will be paid as such in accordance with Schedule A.
- 8.3.2** A written agreement specifying the hours to be worked, days to be worked and commencement and finishing times will be provided on commencement of part-time employment. Any variation to the regular pattern of work must be agreed and recorded in writing.
- 8.3.3** Where a part-time employee is employed for a particular number of shifts and actually works more shift/hours on a regular basis, the part-time employee's "contract" or letter of appointment shall be varied to reflect the actual number of shifts being regularly worked by that part-time employee, if requested, provided that the employee is not relieving a person who is on maternity leave, long service leave, WorkCover, or other such absence.
- 8.3.4** For the purposes of clause 8.3.2, "regular" shall mean not less than one shift per week. Further, the opportunity to vary the agreement shall occur at the expiration of each six (6) month period.
- 8.3.5** Each part time employee may request or be offered additional shifts to their regular agreed hours of work; these shifts will be paid at the casual rate of pay.
- 8.3.6** Where a part time employee's shift commences prior to its normal starting time, or extends beyond its normal finishing time, such time will be paid at time and one half for the first two hours and double time thereafter.
- 8.3.7** A part-time employee is entitled to receive remuneration, leave and other paid entitlements, on a pro rata basis to a full time employee employed for thirty eight (38) hours per week for that classification, according to the number of hours worked.

8.4 Public Holidays

Part-time employees shall be entitled to the public holiday provisions as per clause 31 of the Agreement and entitled to payment as per schedule A of this Agreement.

8.5 Minimum Shift Length

The minimum shift length for a part-time employee will be four (4) consecutive hours.

8.6 Minimum Payment

A part-time employee will be paid for a minimum of four (4) hours per shift.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

8.7 Casual

8.7.1 A casual employee is one who is engaged and paid as such in accordance with Schedule A and will be paid a casual loading in lieu of personal/carer's leave and annual leave, consisting of:

- (i) 25% on week days;
- (ii) 75% on Saturdays and Sundays;
- (iii) 100% on public holidays

8.7.2 A casual employee is not required to guarantee that he/she will be available for any shift offered, nor does the employer guarantee any minimum or maximum number of hours that will be assigned to the casual employee.

8.7.3 An employee who has entered into an agreement for guaranteed hours over a minimum number of shifts and withdraws from a rostered shift will have their minimum guaranteed hours adjusted accordingly.

8.7.4 In addition to the provisions contained elsewhere in this agreement, a casual employee who has been engaged to perform work on a systematic or regular basis for a sequence of periods during a period of six months, will have the right to elect to have his/her contract of employment converted to full time or part time employment if employment is to continue provided that the employee is not relieving a person who is on maternity leave, long service leave, WorkCover, or other such absence.

8.7.5 The minimum shift length for casual employees is four (4) hours.

8.7.6 Where a casual employee's actual hours of work exceed thirty eight (38) hours per week, payment shall be at time and a half for the first two hours and double time thereafter.

8.8 Requests for flexible working arrangements

In accordance with the NES, an employee who is a parent, or has a responsibility for the care of a child under school age may request the employer for a change in working arrangements for the purpose of assisting the employee to care for the child.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

9 CLASSIFICATIONS

9.1 Ambulance Transport Attendant (ATA) Level 1

Qualifications: An ATA will hold a Degree or Diploma. Ambulance Officer Diploma (AOTC), or Degree in Paramedic Health Science and be annually accredited in Advanced Life Support Training and will have successfully completed Health Select's entrance criteria, examination and assessment.

Function: To provide safe transfer of patients to a designated point of destination ensuring they are provided with the ongoing care as requested by the treating facility.

Key Duties: Monitor ongoing patient status, provide all ongoing treatments as requested, initiate necessary additional care as required, receive and deliver comprehensive handover of all patient conditions, treatment and care, respecting patient confidentiality, ensure all relevant information is recorded on the patients care records.

9.2 Ambulance Transport Attendant (ATA) Level 2

Qualifications: An Ambulance Transport Attendant Level 2 will be a Division 1 Registered Nurse with an appropriate bridging course and be annually accredited in CEP 7 and will have successfully completed Health Select's entrance criteria, examination and assessment.

Function: To provide safe transfer of patients to a designated point of destination ensuring they are provided with the ongoing care as requested by the treating facility.

Key Duties: Monitor ongoing patient status, provide all ongoing treatments as requested, initiate necessary additional care as required, receive and deliver comprehensive handover of all patient conditions, treatment and care, respecting patient confidentiality, ensure all relevant information is recorded on the patients care records.

9.3 Ambulance Transport Attendant (ATA) Level 3

Qualifications: An Ambulance Transport Attendant Level 3 will be a Division 1 Registered Nurse with:

- (i) a critical care qualification; and
- (ii) experience in the intensive care unit, coronary care unit, emergency department or equivalent unit of a hospital, within the preceding 24 months; and
- (iii) an appropriate bridging course and be annually accredited in CEP 7 and will have successfully completed Health Select's entrance criteria, examination and assessment.

Function: To provide safe transfer of high acuity patients to a designated point of destination ensuring they are provided with the ongoing care as requested by the treating facility.

HEALTH SELECT SERVICES PTY LTD ENTERPRISE AGREEMENT 2010

Key Duties: Monitor ongoing patient status, provide all ongoing treatments as requested, initiate necessary additional care as required, receive and deliver comprehensive handover

9.4 Patient Transport Officer (PTO)

Qualifications: A PTO will hold a Certificate III in Non Emergency Patient Transport (Including the relevant Driving Component) and will have successfully completed Health Select's entrance criteria, examination and assessment.

Function: To provide safe transport and transfer of patients to a designated point of destination ensuring they are provided with the ongoing care as requested by the treating facility.

Key Duties: Ensure Patient Transport Vehicle is in good working order and safe to transport patients, assist the ATA in the safe handling and transfer of the patient to and from, into and out of the Patient Transport Vehicle, drive the Patient Transport Vehicle in a safe and courteous manner, assist the ATA in the care and management of the patient as requested.

9.5 Dispatcher

Qualifications: Tertiary studies in health and or logistics preferable. Medical Terminology, Computer Skills, competent in the use of Office, including but not limited to Word, Power Point, Spread Sheets, Reporting.

Function: Provide contact point for all clients. Provide support to Operational Crews. Maintain and operate the communications centre.

Key Duties: Receive and dispatch transport requests, liaise with crews, Facilitate emergency procedures, manage daily resources to meet the customers' needs, facilitate thorough handover for both the Duty Manager and incoming Dispatcher, accept and manage bookings from clients, communicate with and assist clients with their requests, enter all booking details into the computer system, plan the work requirements for each day, dispatch work and control Operational Crews on road, ensure all case details are entered into system, ensure all crew details are entered into system, complete Daily Activity Report , PCR Sorting, billing.

9.6 Communications Call Taker

Qualifications: Certificate Level 3 in Ambulance Communications (Call Taking) or equivalent; Medical Terminology; Computer Skills – Competent in the use of Office, including but not limited to Word, Power Point, Spread Sheets, Reporting.

Function: Provide contact point for all clients. Provide support to Operational Crews and Dispatcher.

Key Duties: Act as primary support to Dispatcher/Manager; accept and manage bookings from clients; communicate with and assist clients with their requests; enter all booking details into the computer system; plan the work requirements for each day in conjunction with Dispatcher/Manager; ensure all case details are entered into system; PCR Sorting.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

9.7 Administration Assistant

Qualifications: Certificate 3 in Business Administration or equivalency. Medical Terminology, Computer skills in Excel and Word, Power Point and Spread Sheet Reporting

Function: Provide Administrative support to the Chief Executive Officer and Management Team.

Key Duties: Report preparation, function co-ordination and support, preparation of team briefings and administrative support to training programs, preparation of recruitment and induction documentation, management of personnel and client files.

10 MOTOR VEHICLES

- 10.1** It is an express condition of employment by the Company that all employees required to drive a Company vehicle, hold and/or maintain a current Australian driver's licence permitting them to drive a vehicle with manual transmission. The Company, at its discretion, may terminate the employment of an employee who does not hold, loses or fails to maintain a current Australian drivers licence where such an employee is required as part of his/her duties to hold such a licence.
- 10.2** A copy of each employee's current Australian driver's licence must be provided before commencement of employment. Employees must notify the Company immediately of any change in status or upon the loss of their licence.
- 10.3** A company vehicle (where applicable) may be provided for use during the performance of duties on behalf of the Company. This vehicle is not permitted to be used for private purposes.
- 10.4** Drivers of Company vehicles are not to drive when they are unlicensed or when they are under the influence of alcohol or other driving impairing drugs or substances. Drivers will be subject to immediate dismissal should this occur.
- 10.5** Employees who are assigned a vehicle must ensure that the vehicle is kept clean at all times and maintained in accordance with the Company's vehicle policy.
- 10.6** It is the driver's responsibility to operate and park the Company vehicle in a legal manner. The driver of the vehicle will be responsible for the payment of any traffic infringements incurred.
- 10.7** If a Company vehicle is involved in an infringement whereby the driver is not identified (e.g. speed or red light camera), it will be referred to the employee to whom the vehicle is assigned. For this reason no other person should be permitted to drive the vehicle. In the unavoidable event that another person be required to drive the vehicle, such use should be noted and is the responsibility of the individual to whom the vehicle is assigned.

HEALTH SELECT SERVICES PTY LTD ENTERPRISE AGREEMENT 2010

- 10.8** Where a Company vehicle is involved in an accident and police investigation determines that the accident/damage was caused due to a deliberate and wilful act, the driver will be responsible for the payment of the applicable insurance excess and any non-recoverable repair costs. These payments will be deducted from the employees fortnightly payment as agreed or full / remaining payment will be deducted upon cessation of employment.
- 10.9** Any fault or damage to a Company vehicle must be immediately reported to the Company's Fleet Manager.

11 WORKING WITH CHILDREN AND POLICE CHECKS

It is a condition of employment that all employees must hold a current Police and Working with Children Check prior to commencement of their employment with Health Select Services Pty Ltd. It is the individual's responsibility to apply and pay for these checks.

12 INTRODUCTION OF CHANGE

- 12.1** Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and any employee nominated representative.
- 12.2** "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in their skills required: the elimination or diminution of job opportunities, promotion opportunities or job tenure: the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 12.3** *Employer's duty to discuss change*
- 12.3.1** The employer shall discuss with the employees affected and any employee nominated representative, the introduction of the changes referred to in sub clause 12.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or any employee nominated representative in relation to the changes.
- 12.3.2** The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub clause 12.3.1
- 12.3.3** For the purpose of such discussion, the employer shall provide in writing to the employees concerned and any employee nominated representative, all relevant information about the changes including the nature of the changes proposed: the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

13 HEALTH AND SAFETY

- 13.1** The employer will, in consultation with employees and any nominated employee representative take all appropriate measures to promote a safe and healthy workplace, in accordance with the relevant Act, including determining the Designated Work Groups (DWG's) in accordance with the Act.
- 13.2** Health and Safety Representative (HSR's) will be released for training in an accredited Occupational Health and Safety course. This training will be conducted in paid work time.
- 13.3** All employees will review, be familiar with and abide by the OH&S rules relating to the workplace as per the company induction program and updates as issued from time to time.

14 INDUCTION

- 14.1** All new employees will be required to attend an induction program and all criteria must be met before undertaking their first operational shift.
- 14.2** Employees will be paid for time spent at induction once an operational shift has been completed. Payment for time spent at induction will be included in the employee's first fortnightly wage.
- 14.3** The employer agrees to make available information and application forms relating to membership of the LHMU.

15 UNIFORMS

- 15.1** The Company will provide to each employee two (2) shirts and one (1) jacket. These items remain the property of the Company. Employees shall be required to provide to the Company a uniform bond of \$50.00 to cover the cost of loss or damage to the uniform, other than fair wear and tear.
- 15.2** The uniform bond shall be paid by the employee by the deduction from the remuneration payable to them in their first pay. The uniform bond shall be repayable to the employee on termination of employment subject to deduction for damage or loss (other than reasonable wear and tear) or at the completion of their probationary period.
- 15.3** The Company will reimburse the employee to the value of \$50.00 for the purchase of wash and wear slacks/pants upon the production of receipts.
- 15.4** Replacement uniform will be available for those items displaying significant wear and tear.
- 15.5** It is the sole responsibility of the employee to launder all uniform items supplied to them.
- 15.6** Two safety reflective vests and jackets will be provided in each vehicle.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

16 TEAM BRIEFING AND TRAINING

- 16.1** Staff will be paid to attend team briefings
- 16.2** An employee is responsible for maintaining their professional qualifications and ongoing education. The Company will periodically distribute online education packages. When deemed necessary for the employees to attend branch for a training session the employee will be paid for the duration of the training session.
- 16.3** Annual CEP7 training and assessment will be provided to all operational employees at no cost to the employee. Employees will be paid for their time of training and assessment for this qualification.

17 SHIFT TIMES

- 17.1** The nature of the work means that metro starting times are rostered but may be changed by mutual agreement to meet the needs of the business.
- 17.2** Shifts will be inclusive of one (1) thirty (30) minute unpaid meal break.
- 17.3** No employee will be permitted to work more than eight (8) shifts consecutively.
- 17.4** Shifts must provide for a minimum of nine (9) consecutive hours break between each shift. A lesser period of no less than eight (8) hours may be allowed by mutual agreement between the individual and a member of the management team.
- 17.5** An employee who works so much overtime between shifts such that he/she cannot have nine (9) consecutive hours off duty, will be allowed to commence their next shift later until they have had a nine (9) hour break without loss of pay.
- 17.6** Where an employee cannot safely return to their base the company will provide suitable accommodation and the meal allowances in clause 21.3 will apply.

18 SATURDAY & SUNDAY WORK

All hours of duty worked between midnight on Friday to midnight on Sunday will be paid for at the rate of time and one half. Casual employees will be paid at time and three quarters (1.75) of the full/part-time ordinary rate. Refer to Schedule A.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

19 MEAL/REST BREAKS

- 19.1** On any day in which an employee works more than five (5) hours they will be entitled to an unpaid meal break of thirty (30) minutes, which is to be taken at a time convenient to the Company's business and service to customers and clients.
- 19.2** If work continues for a period greater than ten and a half (10.5) hours and work is expected to continue beyond ten and a half (10.5) hours, an employee is entitled to a further meal break of thirty (30) minutes duration which will be taken in paid time.
- 19.3** The meal break in 19.1 shall be taken up to and including the sixth (6) hour. A late meal allowance of \$3.20 will be paid, in addition to any other entitlement if meal breaks occur later than these designated times.
- 19.4** Where practical, employees are entitled to two (2) ten (10) minute rest breaks each period of work (shift) counted as time worked as follows:
- (i) The first, between commencement of work and the taking of a meal break after five (5) hours; and
 - (ii) The second between the taking of a meal break after five (5) hours and cessation of work
- 19.5** An employee is entitled to a meal allowance to compensate for purchasing a meal away from any Health Select branch or usual place of work, except where a meal has been provided by the employer providing the shift is greater than five (5) hours in duration. This allowance will be \$12.10 on each occasion.
- 19.6** An employee must have a minimum nine (9) consecutive hours rest break between operational shifts.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

20 REASONABLE ADDITIONAL HOURS

20.1 Employees may be required to work reasonable additional hours per week to meet the operational requirements of the Company.

In determining whether additional hours are reasonable or unreasonable the following must be considered:

- (i) any risk to employee health and safety from working the additional hours;
- (ii) the employees personal circumstances, including family responsibilities;
- (iii) the needs of the workplace or enterprise in which the employee is employed;
- (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (v) whether any of the additional hours are on a public holiday;
- (vi) the employee's hours of work over the four (4) weeks ending immediately before the employee is required or requested to work the additional;
- (vii) the notice (if any) given by the employer if any request or requirement to work the additional hours;
- (viii) the usual pattern of work in the industry or part of the industry the employee works;
- (ix) the nature of the employee's role and the employees level of responsibility;
- (x) whether the additional hours are in accordance with the averaging provisions included a modern award.

20.2 It is acknowledged by employees that the nature of the Company's operational requirements, business and clients necessitates additional hours being worked from time to time.

20.3 All overtime must be authorised by the Company. Except in exceptional circumstances, additional hours will not be classified as overtime unless approved by the Company prior to being worked.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

21 OVERTIME AND ALLOWANCES

21.1 Overtime (Full Time and Part Time Employees)

- (i) An employee working overtime is entitled to time and a half for the first two hours and double time thereafter, for any work exceeding the number of hours fixed as a day's, weeks, or fortnight's work
- (ii) Double time for time worked on Saturday and Sunday;
- (iii) all time in excess of rostered days on public holidays will be paid at double time and a half;
- (iv) Double time for work outside a spread of 12 hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding rostered period of duty.

21.2 Rest period after overtime

- (i) Overtime should be arranged so that an employee has at least nine (9) consecutive hours off duty between the work of successive days.
- (ii) An employee working overtime, who does not have at least nine (9) consecutive hours off duty between workdays, will be released until the employee has had nine (9) consecutive hours off duty, without loss of pay for ordinary working time during such absence.
- (iii) An employee who is required to continue or resume work without having had nine (9) consecutive hours off duty, will be paid at double time until released from duty for such period.
- (iv) The employee in clause 21.2(iii) is then entitled to be released from duty under clause 21.2(ii)
- (v) The provisions on rest periods after overtime in 21.2(i) to 21.1(iii) do not apply where an employee initiates a roster change.

21.3 Travelling and meal allowance

- (i) An employee required to travel on duty, is entitled to all reasonably incurred expenses of fares, meals and accommodation.
- (ii) An employee, required to report for duty to a workplace, other than that to which the employee is normally rostered or posted:
 - a) is entitled to travel to and from such workplace in the Company's time and fares and incidental expenses will be paid by the Company;

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

- b) if required to use his/her own motor vehicle in connection with the Company's business, the employee is entitled to be reimbursed at the rate of \$0.74 cents per kilometre for the difference between their normal place of employment and the alternate work destination for that day.
- c) an allowance to cover meal expenses only for living away from home and including a minimum of one (1) nights stay in another location as follows:

Breakfast	\$12.10
Lunch	\$24.18
Dinner	\$36.28
Total	\$72.56

- d) Employees required to live away from home, other than during a period of training, are entitled to be paid an allowance of \$16.98 per night
- (iv) Travel and meal allowances will not be paid:
- a) if the new location is an equivalent distance or nearer to the employee's residence than the location where the employee is normally rostered or posted; or
 - b) to an employee who changes roster by agreement with another employee; or
 - c) if an employee requests to be rostered at another location other than normal posted base.

21.4 Shift allowance

Any hours worked which occur between 18:00 and 22:00 hours will be paid an additional amount of \$4.60 per hour for that portion of the shift.

Any hours worked which occur between 04:00 and 06:00 hours will be paid an additional amount of \$4.60 per hour for that portion of the shift.

An employee whose hours of duty continues past 22:00 hours is entitled to the full allowance of \$38.30 for the shift.

An employee whose hours of duty commences after 22:00 and before 04:00 hours is entitled to the full allowance of \$38.30 for the shift.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

22 AVAILABILITY ALLOWANCE

- 22.1** Employees are invited to notify the Company of the days on which they are available to work, five (5) weeks preceding the shift. The Company will draw up an availability roster based on the information provided by the employees. The availability roster will be posted four (4) weeks in advance subject to employees advising availability. Employees who appear on the availability roster will be either employed to perform that shift or paid an availability allowance in respect of that shift.
- 22.2** The regional team members will appear on an availability roster with flexible start and finish times within a 10 hour period, 0900hrs to 1900hrs.
- 22.3** A casual regional employee placed on the availability roster during a weekday shall be paid an availability allowance of three (3) hours pay at the weekday rate for every full 10 hour period (as indicated) on the roster.
- 22.4** A casual metro and regional employee placed on the availability roster during a weekend shall be paid an availability allowance of three (3) hours pay at the weekend rate for every full 10 hour period as indicated on the roster.
- 22.5** A casual metro and regional employee placed on the availability roster during a public holiday shall be paid an availability allowance of three (3) hours pay at the public holiday rate for every full 10 hour period as indicated on the roster.
- 22.6** An employee on the availability roster who is called to work will be paid from the time they arrive at the branch as requested by the Dispatcher/duty manager, until the completion of that shift.
- 22.7** An employee on the availability roster who fails to respond, or who fails to respond within 15 minutes, or who refuses to respond, shall not be entitled to any payment of the availability allowance.
- 22.8** If an employee who is not listed on the availability roster is called for duty, they shall be paid the appropriate rate as specified in Schedule A from the time they leave home until the completion of the shift. If the shift is completed within less than nine (9) hours of the employee's next rostered starting time, the employee's starting time will be delayed until nine (9) hours after the end of the shift without loss of pay.

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23 RECALL

- 23.1** Any employee who has completed a shift and is recalled for duty on the same day of completing a shift is entitled to payment at double time for all time worked with a minimum payment of one and half hours.
- 23.2** An employee will not be entitled to recall allowance if they have completed a shift and has by mutual agreement agreed to work another shift prior to their next rostered shift.

24 CONTROL CALL

- 24.1** An employee on control call is required to be on call to attend to telephone calls and may be required to direct staff to duty.
- 24.2** An employee required to be on control call is entitled to a control call allowance of \$3.77 per hour, or part hour for the schedule time(s) you have the phone.

25 ANNUAL LEAVE

For the purposes of the additional weeks annual leave provided by the NES a *Shift worker is defined as an employee who:*

- (i) *Is regularly rostered over the seven days a week and*
- (ii) *Is regularly rostered to work Sundays and Public Holidays*

- 25.1** Except for casual staff, full-time employees are entitled to be paid annual leave of four (4) weeks, credited fortnightly. Part-time employees are entitled to be paid annual leave pro-rata of four (4) weeks, credited fortnightly. In addition, employees who are rostered on duty more than thirteen (13) weekends per year will be entitled to an additional two (2) weeks annual leave pro-rata.
- 25.2** Employees are required to take their annual leave in blocks of not less than one (1) week.
- 25.3** Employees may apply to take their annual leave in blocks of less than one (1) week in exceptional circumstances.
- 25.4** Annual leave shall be paid at the employee's Monday to Friday hourly rate of pay at the time that an employee takes annual leave.
- 25.5** ***Timing of taking leave***

Annual leave shall be taken at a time which is approved by the Company as being convenient having regard to overall operational requirements of the Company. Except in unusual circumstances an employee is required to provide at least one month's notice of a request to take annual leave; however, final approval shall lie with the Company.

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ENTERPRISE AGREEMENT 2010**

An employee may on agreement of the Company, take annual leave before the employee has become entitled to the annual leave.

Annual leave must be taken within **twelve (12)** months of leave entitlements accruing at the end of each year of service, unless alternative arrangements are agreed between the Company and employee. The Company and employee will seek to reach agreement on the taking of annual leave at a mutually convenient time. In the absence of agreement, the Company may give at least twenty eight (28) days notice of the taking of annual leave.

An employee may through consultation with the company seek to accumulate leave for the purpose of a special event.

25.6 *Annual leave loading*

An employee will be paid an annual leave loading of 17.5% of their ordinary pay on all annual leave taken.

25.7 Employees may opt to be paid for all annual leave in advance or continue to be paid on a fortnightly basis.

25.8 On termination of employment the annual leave loading of any accrued but untaken annual leave shall be paid to an employee.

25.9 *Illness during annual leave*

In accordance with the NES, if the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment under Division 7 of the NES (community service leave), the employee is taken not to be on paid annual leave for the period of that other leave or absence.

25.10 *Public holiday during annual leave*

If a prescribed public holiday to which the employee is entitled occurs during a period of annual leave, the public holiday is taken without any deduction from the employee's annual leave balance.

25.11 *Payment of annual leave on termination*

On termination of employment an employee will be paid out any outstanding accrued annual leave entitlements in accordance with the provisions of this Agreement.

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26 PERSONAL/CARER'S LEAVE

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees (except for unpaid carer's leave)

26.1 Amount of paid personal leave

Paid personal leave will be available to an employee when they are absent due to:

- (i) personal illness or injury (**sick leave**); or
- (ii) for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (**carer's leave**); or
- (iii) because of bereavement on the death of an immediate family or household member (**compassionate leave**)

26.1 The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

- (i) 96 hours (plus compassionate leave) will be available in the first year of service;
- (ii) 112 hours (plus compassionate leave) will be available per annum in the second, third and fourth years of service.
- (iii) 168 hours (plus compassionate leave) will be available per annum in the fifth and subsequent years.

26.2 Immediate family or household

26.2.1 The entitlement to carer's or compassionate leave is subject to the person in respect of whom the leave is taken being either:

- (i) a member of the employee's immediate family; or
- (ii) a member of the employee's household.

26.2.2 The term immediate family includes:

- (i) 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 who lives with the employee as his or her husband, wife or partner on a bona fide domestic basis; and

26.3 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

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ENTERPRISE AGREEMENT 2010**

26.4 Sick leave

- 26.4.1** An employee is entitled to use up to 96 hours in the first year, 112 in the second, third and fourth year and 168 for the fifth and subsequent years of the current year's personal leave entitlement as sick leave.
- 26.4.2** An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.
- 26.4.3** An employee may be absent through sickness for one (1) day without furnishing evidence on not more than three (3) occasions in any one (1) year. Where one (1) day absences are not taken for a period of five (5) years, an additional forty (40) hours sick leave shall be added to the employee's accrued entitlement.
- 26.4.4** Employees must provide the Company with notice of their absence before the absence commences or, if that is not possible, as soon as is reasonably practicable thereafter. They must as soon as is reasonably practicable provide a medical certificate or, where that is not practicable, a statutory declaration to the Company if so requested for any period of personal leave.
- 26.4.5** The Company will not pay out personal leave upon the termination of employment.
- 26.4.6** Employees will not be entitled to take personal leave for a period during which they are absent from work because of an illness or injury for which they are receiving workers' compensation payments.

26.5 Compassionate leave

- 26.5.1** Compassionate leave is paid leave taken by the employee:
- (i) for the purposes of spending time with a person who:
 - a) is a member of the employee's immediate family or a member of the employee's household; and
 - b) has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (i) after the death of a member of the employee's immediate family or a member of the employee's household
- 26.5.2** An employee is entitled to a period of two (2) days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family or a member of the employee's household:
- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies

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ENTERPRISE AGREEMENT 2010**

26.5.3 An employee who is entitled to a period of compassionate leave under clause 26.5 for a particular permissible occasion is entitled to take the compassionate leave as:

- (i) a single, unbroken period of two (2) days; or
- (ii) two (2) separate periods of 1 day each; or
- (iii) any separate periods to which the employee and his or her employer agree

26.5.4 Proof of death or in the case of serious illness, dependence for care for such relation shall be furnished by the employee to the satisfaction of the employer.

26.5.5 Payment whilst on compassionate leave will be at the employee's ordinary time earnings for the hours normally rostered to work. The employer must pay the employee the amount that the employee would reasonably have expected to be paid if the employee had worked during the period of compassionate leave.

26.6 Carer's leave

26.6.1 An employee may take unpaid carer's leave for a particular permissible occasion as:

- (i) a single, unbroken, period of two (2) days; or
- (ii) any separate periods to which the employee and his or her employer agree.

27 ATTENDANCE AT COURT OR BOARD OF INQUIRY

27.1 An employee summoned to appear before any Court, Board of Inquiry or Industrial Tribunal at any time, including outside normal rostered working hours, in respect of any matter arising out of the course of employment with Health Select, shall be paid at the ordinary time rate of pay for all such time the employee is required to spend at such Court, Board of Inquiry or Industrial Tribunal plus reasonable travelling expenses.

27.2 Proof of the requirement to attend shall be provided by the employee to the satisfaction of the employer.

28 COMMUNITY SERVICE LEAVE

Community service leave is provided for in the NES.

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ENTERPRISE AGREEMENT 2010**

29 PARENTAL LEAVE

29.1 Definitions

- (i) **"Parental leave"** means unpaid maternity, paternity/partner and adoption leave.
- (ii) **"Child"** for the purposes of adoption means a child of the employee under sixteen (16) years of age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (iii) **"Continuous service"** means the period during which the employee has been continuously employed by the employer and includes any period of authorised absence, but does not include a period of unauthorised absence. A period of unauthorised absence does not break an employee's continuous service but does not count towards the employee's length of continuous service.
- (iv) **"Eligible casual employee"** means a casual employee employed by the employer on a regular and systematic basis for a sequence of periods of employment, or on a regular and systematic basis for a continuing period of employment, during a period of at least twelve (12) months and, but for the pregnancy or decision to adopt, the employee has a reasonable expectation of continuing employment on a regular and systematic basis.
- (v) **"Spouse"** includes a de facto partner, former spouse or former de facto partner (where a de facto partner is a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis, whether the employee and the person are of the same sex or different sexes).

29.2 Eligible Employees

- (i) The provisions of this clause apply to full-time, part-time and eligible casual employees who have completed, or will have completed, at least twelve (12) months continuous service with the employer:
 - a) as at the date or expected date of the birth of the child; or
 - b) as at the date or expected date of the placement in the case of an adoption; or
 - c) in all other cases of parental leave in accordance with this clause, the date on which the employee's period of leave is to start.
- (ii) The employer must not fail to re-engage a casual employee because:
 - a) the employee or employee's spouse is pregnant; or

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- b) the employee is, or has been, immediately absent on parental leave

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

29.3 Basic Entitlement

- (i) Parents are entitled to a combined total of fifty two (52) weeks parental leave on a shared basis in relation to the birth or adoption of their child.
- (ii) Subject to clause 29.3, parental leave is to be available to only one parent at a time, in a single continuous period, except that both parents may simultaneously take:
 - a) for maternity and paternity/partner leave, an unbroken period of three (3) weeks at the time of the birth of the child; and
 - b) for adoption leave, an unbroken period of three (3) weeks at the time of placement of the child.
- (iii) Where both parents are employed by Health Select, they shall be afforded the opportunity to access contemporaneous paid and unpaid parental leave.

29.4 Right to Request

- (i) To assist an employee in reconciling work and parental responsibilities, an employee entitled to parental leave may request Health Select to:
 - a) extend the period of simultaneous parental leave provided for in clause 29.3(ii) up to a maximum of eight (8) weeks;
 - b) extend the period of parental leave provided in clause 29.3(i) by a further continuous period of leave not exceeding twelve (12) months (up to one hundred and four (104) weeks in total);
 - c) return from a period of parental leave on a part-time basis until the child reaches school age.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service. The employer's decision will be made as soon as practicable and within twenty one (21) days of the employee's request.
- (iii) The employee's request and the employer's decision made under clauses 29.4(i) and 29.4(ii) must be recorded in writing.

Where an employee wishes to make a request under this clause, such a request must be made as soon as possible but no less than four (4) weeks prior to the date upon which the employee is due to return to work from parental leave.

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ENTERPRISE AGREEMENT 2010**

29.5 Variation of Period of Parental Leave

- (i) Unless otherwise agreed between an employer and employee, an employee may lodge an application with the employer to vary a period of parental leave on one occasion.
- (ii) Any such variation must be notified in writing to the employer at least two (2) weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 29.3 or the right to request provisions in clause 29.4.

29.6 Half-pay Provision

The employer may allow an employee who is entitled to paid parental leave to take that leave at half pay for a period equal to twice the period to which the employee would otherwise be entitled, subject to the total amount of leave taken not exceeding fifty two (52) weeks.

29.7 Maternity Leave

- (i) A female employee eligible for leave in accordance with clause 29.3(i) shall be entitled to the equivalent of fifty two (52) weeks unpaid maternity leave. Maternity leave will be taken in connection with the birth of her child either before and/or after the birth.
- (ii) An employee shall be required to provide the following notice to the employer in advance of the expected date of commencement of maternity leave:
 - a) a certificate from a registered medical practitioner or registered midwife stating that she is pregnant and the expected date of birth — at least ten (10) weeks; and
 - b) written notification of the dates on which she proposes to start and finish the period of maternity leave and particulars of any period of paternity/partner leave sought or to be taken by her spouse — at least four (4) weeks.
- (iii) An employee shall not be in breach of clause 0(ii) of this Agreement if the employee could not reasonably comply with the requirement due to the premature birth of the child or other compelling reason.
- (iv) Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth of the child, the employer may require the employee to provide a medical certificate stating that she is fit to continue to work, and if so, whether it is inadvisable for the employee to continue working her normal duties because of illness or risks arising out of the pregnancy or hazards connected with the position.

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29.8 Special Maternity Leave

- (i) Where the pregnancy of an employee terminates within twenty eight (28) weeks of the expected date of birth and the employee has not commenced parental leave, the employee may take unpaid special maternity leave for a period determined by a registered medical practitioner as necessary.
- (ii) Where an employee, who has not commenced parental leave, suffers an illness related to her pregnancy, she may take any paid personal 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 personal leave, unpaid special maternity leave and parental leave (which includes parental leave taken by an employee's spouse who is not an employee of Health Select), may not exceed fifty two (52) weeks.
- (iii) In circumstances where an employee is suffering from an illness that is not directly related to the pregnancy, the employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- (iv) An employee who takes unpaid special maternity leave must provide the employer with a copy of the medical certificate from the registered medical practitioner as soon as practicable (which may be at a time after special maternity leave has started).
- (v) Where special maternity leave is granted under this clause, 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.

29.9 Paternity / Partner Leave

- (i) An employee eligible for leave in accordance with clause 29.3(i) shall be entitled to the equivalent of three (3) weeks unpaid short paternity/partner leave, to be taken in connection with the birth of a child for whom he or she has accepted responsibility, either before and/or after the birth.
- (ii) Subject to clauses 29.3(iii) and 29.4, if he or she is the primary caregiver, he or she shall be entitled to a further forty-nine (49) weeks of unpaid long paternity/partner leave, provided that the period of unpaid long paternity/partner leave does not extend beyond the child's first birthday.
- (iii) An employee shall be required to provide the following notice to the employer in advance of the expected date of commencement of either short or long paternity/partner leave:
 - a) a certificate from a registered medical practitioner or registered midwife which names his or her spouse, states that the spouse is pregnant and the expected date of confinement, or states the date on which the birth took place — at least ten (10) weeks; and

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ENTERPRISE AGREEMENT 2010**

- b) in the case of short paternity/partner leave, written notification of the dates on which he or she proposes to start and finish the period of short paternity/partner leave — as soon as reasonably practicable on or after the first day of the period of leave; and
 - c) in the case of long paternity/partner leave, written notification of the dates on which he or she proposes to start and finish the period of long paternity/partner leave, that he or she is seeking the period of long paternity/partner leave to become the primary caregiver of the child and particulars of any period of maternity leave sought or to be taken by his or her spouse — at least four (4) weeks.
- (iv) An employee shall not be in breach of clause 29.9(iii) if the employee could not reasonably comply with the requirement due to the premature birth of the child or other compelling reason.

29.10 Adoption Leave

- (i) An employee eligible for leave in accordance with clause 29.3(i) who is adopting a child will be entitled to "**short adoption leave**" as follows:
 - a) Ten (10) weeks unpaid leave in connection with the adoption of the child, if he or she is the primary caregiver; or
 - b) Three (3) weeks unpaid leave if he or she is the secondary caregiver.
- (ii) Adoption leave may be taken either before and/or after the adoption.
- (iii) Subject to clauses to clauses 29.3(iii) and 29.4, if the employee is the primary caregiver he or she will be entitled to a further thirty nine (39) weeks unpaid adoption leave ("**long adoption leave**") provided that the period of long adoption leave does not extend beyond one (1) year after the date of placement of the child.
- (iv) An application for adoption leave by an employee shall be made in writing to the employer at least ten (10) weeks in advance of the date of placement for long adoption leave, or fourteen (14) days in advance of the date of placement for short adoption leave. Any application must also include the following information:
 - a) a statement from an adoption agency, or another appropriate body, of the date or expected date of placement of the child with the employee;
 - b) the dates on which he or she proposes to start and finish the period of adoption leave and particulars of any period of adoption leave sought or to be taken by his or her spouse, that the child is an eligible child, and that the employee intends to be the child's caregiver during the long or short adoption leave.
- (v) An employee shall not be in breach of clause (iv) of this agreement where the employee fails to meet the required notice and application timeframes,

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ENTERPRISE AGREEMENT 2010**

occasioned by a requirement of an adoption agency to accept earlier or later placement of a child, or other compelling circumstances.

- (vi) Where the placement of the child for adoption with an employee does not proceed or continue, the employee shall notify the employer immediately and arrangements shall be made for the employee to return to work within four (4) weeks of notification.

29.11 Unpaid pre-adoption leave

- (i) An employee seeking to adopt a child is entitled to take unpaid leave for the purposes of attending any compulsory interviews or examinations, as may be required in order to obtain approval for the employee's adoption of a child.
- (ii) The period of such unpaid leave shall be determined by mutual agreement between the employee and employer. Where agreement cannot be reached, the employee shall be entitled to take up to two (2) days unpaid leave for such purposes.
- (iii) Where another form of paid leave is available to an employee, the employer may require the employee to take such leave instead.
- (iv) An employee must give notice of the taking of unpaid pre-adoption leave and may be required by the employer to provide satisfactory evidence of the requirement to attend any compulsory interviews or examinations.

29.12 Parental Leave and Other Entitlements

An employee may in lieu of, or in conjunction with, a period of parental leave access other accrued leave entitlements, including annual leave and long service leave but excluding compassionate leave, personal/carer's leave and community service leave subject to the total amount of leave taken not exceeding fifty two (52) weeks or longer period as agreed under clause 29.4

29.13 Transfer to a Safe Job

- (i) 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 will make it inadvisable for the employee to continue in her present work for a stated period, the employee shall be transferred to a safe job.
- (ii) Where an employee is transferred to a safe job, in accordance with this clause, she shall receive the rate of pay and conditions associated with her appointed position, unless the safe job provides more favourable terms and conditions, until the commencement of maternity leave. The safe job must have the same ordinary hours of work as the employee's position, or a different number of ordinary hours agreed to between the employer and the employee.

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ENTERPRISE AGREEMENT 2010**

- (iii) Where there is no appropriate safe job available, the employee may elect, or the employer may require the employee, to commence paid leave. Such paid leave will end at the earliest of the following:
 - a) a transfer to a safe job becoming available;
 - b) the end of the period stated in the opinion of the registered medical practitioner provided in clause 29.13(i) above;
 - c) if the employee's pregnancy results in the birth of a living child - the end of the day before the date of birth;
 - d) if the employee's pregnancy ends otherwise than with the birth of a living child - the end of the day before the end of the pregnancy; or
 - e) where the employee commences maternity leave as a result of a certificate requested under clause 29.13(i) that states that she is unfit for work within six (6) weeks of the expected date of birth.
- (iv) Paid leave taken in accordance with clause 29.13(iii) is in addition to any other leave entitlements.

29.14 *Returning to Work After Parental Leave*

- (i) An employee will notify the employer of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of that leave.
- (ii) An employee shall be entitled to return to the position that they held immediately prior to the period of parental leave, or immediately prior to being transferred to a safe job in accordance with clause 29.13 of this Agreement.
- (iii) Where such position no longer exists, the employee is entitled to return to an available alternative position (if any) for which the employee is qualified for and is nearest in status and pay to that of their former position.

29.15 *Replacement Employees*

- (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- (ii) A replacement employee shall be employed on a fixed-term basis.

29.16 *Communication During Parental Leave*

- (i) Where an employee is on parental leave and a definite decision has been made to introduce, significant change at the workplace that has a significant effect on the status, pay or location of the employee's pre-parental leave position, the employer shall take reasonable steps to:

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

- a) give the employee information about any significant effect the change will have on the status, pay or location of the position the employee held before commencing parental leave; and
 - b) provide an opportunity for the employee to discuss any significant effect the change will have on the status, pay or location of the position the employee held before commencing parental leave.
- (ii) The employee is encouraged to 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.
 - (iii) 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 this clause.

29.17 Ceasing to have responsibility

- (i) If the employee ceases to have any responsibility for the care of the child or ceases to be the child's primary caregiver, the employer may give written notice to an employee on unpaid parental leave requiring the employee to return to work on a specified day. The specified day will be at least four (4) weeks after the notice is given to the employee, but not earlier than six (6) weeks after the date of birth of the child if the employee gave birth to the child.
- (ii) The employer will have regard to the relevant circumstances of the employee, including whether it is reasonable to expect that the employee will not again become the child's primary caregiver or have any responsibility for the care of the child.

30 LONG SERVICE LEAVE

30.1 Definitions

For the purposes of this clause the following definitions apply:

- (i) **Pay** means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary rate of pay at the time the leave is taken or (if he/she dies before the completion of leave so taken, as at the time of death); and shall include the amount of any increases to the employee's ordinary time rate of pay which occurred during the period of leave as from the dates such increase operates. Provided that where no normal weekly hours of work is fixed (e.g. an eligible casual employee) under the relevant employment agreement, the employee's normal weekly number of hours of work is to be taken to be the greater of the following –
 - a) the average weekly number of hours worked by the employee in the twelve (12) months immediately before he or she takes long service leave;

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ENTERPRISE AGREEMENT 2010**

- b) the average weekly number of hours worked by the employee in the five (5) years immediately before he or she takes long service leave;

(ii) **Month** shall mean a calendar month.

Employees are entitled to Long Service Leave in accordance with the provisions of the *Victorian Long Service Leave Act 1992*, as amended from time to time, together with additional entitlements provided in this agreement.

30.2 Additional Entitlements

An employee is entitled to long service leave for continuous service with the same employer as follows:

- 30.2.1** of six (6) months on the completion of fifteen (15) years continuous employment; and
 - 30.2.2** an additional two (2) months on the completion of each additional five (5) years of employment thereafter; and
 - 30.2.3** where an employee's services are terminated otherwise than by death, an additional 1/30th of the period of employment since the last accrual of entitlement under 30.2.1 and 30.2.2
 - 30.2.4** where an employee has completed at least ten (10) years, but less than fifteen (15) years of continuous employment with one employer, the employee is entitled to an amount of long service leave equal to 1/30th of the period of continuous employment;
 - 30.2.5** where an employee who has completed at least ten (10) years continuous employment, dies while still employed, the employer shall pay to the employee's legal personal representative, such amount of long service leave as equals 1/30th of the period of service.
 - 30.2.6** if an employee's employment is ended and the employee has completed at least seven (7), but less than fifteen (15) years of continuous employment with one (1) employer, then an amount of long service leave equal to 1/30th of the period of service shall be paid upon employment ending.
 - 30.2.7** where an employee who has completed at least seven (7) years continuous employment, dies while still employed, the employer shall pay to the employee's legal personal representative, an amount of long service leave equal to 1.3 weeks per year for the period of service.
- 30.3** Long service leave shall exclude any public holiday occurring during the period when the leave is taken.
- 30.4** An employee may request his or her employer to grant the employee an amount of long service leave;
- 30.4.1** twice as long as the amount to which the employee would otherwise be entitled; and
 - 30.4.2** at a rate of pay equal to half the employee's ordinary pay.

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31 PUBLIC HOLIDAYS

- 31.1** An employee shall be entitled to the following holidays without loss of pay:
- (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day; and
 - (ii) Australia Day, ANZAC Day, Sovereign's Birthday, Labour Day; and
 - (iii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.
- 31.2** When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December;
- 31.3** When Boxing Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 28 December;
- 31.4** When New Years Day or Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.
- 31.5** Where for Victoria or any locality, public holidays are declared or prescribed on days other than those set out in 31.1 and 31.2 above, those days shall constitute additional holidays.
- 31.6** Casual employees shall have no entitlement to payment for public holidays they do not work.
- 31.7** Where a casual employee is required to work on a Public Holiday they shall be paid at double time their ordinary rate.
- 31.8 Substitution of public holidays by agreement**
- By agreement between the employer and a majority of employees in the enterprise or section of the enterprise; an alternative day may be taken as the public holiday in lieu of any of the prescribed days
- An employer and employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed, as the public holiday in the enterprise or section of the enterprise
- 31.9 Absence when rostered on a public holiday**
- Employees rostered to work on a public holiday and failing to do so, will not be entitled to holiday pay for that holiday.

HEALTH SELECT SERVICES PTY LTD ENTERPRISE AGREEMENT 2010

31.10 Pay or time in lieu of a public holiday

Where an employee works on a public holiday, or such holiday occurs on the employee's rostered day off, or if the employee would normally have been rostered for duty on a public holiday but was absent on sick leave and such employee has worked an extra shift in lieu, the employee is entitled to:

Within four (4) weeks of the date on which such holiday occurs:

- (i) 1-1/2 extra days pay; or
- (ii) equal time off in one period in lieu of which seven (7) days notice will be given; or
- (iii) 1-1/2 days added to annual leave; or
- (iv) in the case of an employee not qualifying for annual leave, and 31.10(iii) has not been applied, 1-1/2 days pay added to payment in lieu of annual leave.

Where an employee who would normally have been rostered for duty on a public holiday but was absent on sick leave and who works an extra shift of the same length in lieu, will be paid at ordinary time rates of pay and receive the benefit of the above public holiday penalty provisions.

32 PAYROLL

Wages will be paid fortnightly by electronic funds transfer (EFT) into a bank account nominated by the employee. Payday is Thursday after the completion of the rostered fortnight with the fortnight ending on the Sunday at midnight. Shifts which commence prior to midnight on Sunday will be included. Provided that where a Public Holiday falls on a Monday or Tuesday the pay day will be Friday.

33 REMUNERATION RECORDS

- 33.1** The employer will keep records for each employee of particulars of service, remuneration, hours worked and all leave accrued and taken in accordance with the requirements of the Fair Work Act , "the Act" or any Act that replaces it.
- 33.2** Remuneration records will be available for inspection in accordance with the requirements of the Fair Work Act "the Act" or any Act that replaces it.

34 SUPERANNUATION

The Company will pay superannuation contributions in respect of an employee's ordinary time earnings into a complying Superannuation Fund nominated by the employee in accordance with *Superannuation Guarantee (Administration) Act 1992* as varied from time to time. The default fund is HESTA.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

35 SALARY SACRIFICE

Employees may allocate up to 30% of their pay towards their superannuation. The employee must submit a salary sacrifice election form in order to be permitted to participate in any salary sacrifice arrangement. Where this process is administered by an external specialist, the costs associated with administering these benefits will be met by the employee. Where tax or other legislative changes increases the cost of salary sacrifice to the Company the employee shall meet the additional costs, failing which the Company may cease the salary sacrifice arrangement. Where an employee elects to allocate part of their pay to superannuation the Company will make superannuation contributions based on their pre-sacrifice ordinary hours rate of pay.

36 TERMINATION OF EMPLOYMENT

36.1 Notice of termination by employer

- 36.1.1** In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 weeks
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 36.1.2** In addition to this notice, an employee over forty five (45) years of age at the time of the giving of the notice who has not less than two years continuous service is entitled to an additional one week of notice.
- 36.1.3** Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 36.1.4** In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated, will be used.
- 36.1.5** The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

36.2 *Notice of termination by an employee*

- 36.2.1** 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.
- 36.2.2** If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

36.3 *Time off during notice period*

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day as 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.

37 REDUNDANCY

37.1 *Definition*

Redundancy occurs where the Company has made a definite decision that it no longer wishes the job employees have been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

37.2 *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.

37.3 *Severance Pay*

Severance pay is provided for in the NES.

- 37.3.1** The Company shall not be obliged to make a severance payment if it obtains suitable alternative employment for employees, and employees unreasonably reject the offer of employment.
- 37.3.2** Week's pay means the ordinary time rate of pay for the employees concerned.
- 37.3.3** 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.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

37.4 *Employee leaving during notice period*

An employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

37.5 *Alternative employment*

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

37.6 *Time off during notice period*

37.6.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day as time off without loss of pay during each week of notice for the purpose of seeking other employment.

37.6.2 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.

37.7 *Superannuation benefits*

37.7.1 Subject to further order of Fair Work Australia where an employee who is terminated receives a benefit from a superannuation scheme, he or she shall only receive under 37.3 hereof the difference between the severance pay specified in that clause and the amount of the superannuation benefit he or she receives which is attributable to employer contributions only.

37.7.2 If this superannuation benefit is greater than the amount due under 36.3 hereof then he or she shall receive no payment under that clause.

37.8 *Transmission of business*

37.8.1 Where a business is before or after the date of this agreement, 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:

- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (ii) 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.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

37.8.2 In this clause business includes trade, process, business or occupation and includes 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.

37.9 *Employees exempted*

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct, and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

37.10 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, this clause shall not apply to employers who employ less than fifteen employees.

37.11 *Incapacity to pay*

An employer, in a particular redundancy case, may make application to FWA to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

38 MEDICAL EXAMINATION / FITNESS FOR DUTY

Where, in the opinion of the Company, there is a valid reason connected with their employment for an employee to undergo a medical examination or investigation including testing for drugs or alcohol, the employee must attend such medical examination or investigation as the Company may require. Consent of the employee will be required, and will not be unreasonably withheld, for a report of the examination. The report will only contain a declaration which states whether the employee is:

- fit for duty; or
- fit for duty with modifications; or
- not fit for duty

Any diagnosis made by the examining doctor will remain confidential.

39 SUSPENSION

The Company may suspend an employee with pay if they breach the terms and conditions of this Agreement, or where the Company has reasonable grounds for suspecting such breach has occurred, to enable the Company to consider what further action shall be taken on account of such breach or suspected breach.

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

40 RESOLUTION OF DISPUTES AND GRIEVANCES

- 40.1** In the event of a dispute or grievance in relation to a matter involving employment with Health Select or arising under this Agreement or the National Employment Standards (as they apply from 1 January 2010, a request for flexible working arrangements or extension to unpaid parental leave), must be dealt with in accordance with this clause.
- 40.2** This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- 40.3** A party to a dispute or grievance may choose to be represented at any stage by a representative, including a Union representative or employer's organisation.
- 40.4** ***Obligations of Parties and Employees***
- (i) The parties to the dispute or grievance must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
 - (ii) No party or employee will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.
- 40.5** ***Discussion of Grievance or Dispute***
- (i) The dispute or grievance must first be discussed by the aggrieved employee(s) with the employee(s) immediate supervisor.
 - (ii) If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.
 - (iii) If the matter is not settled, a Party to the agreement may apply to FWA to have the grievance or dispute dealt with by conciliation.
 - (iv) The grievance or dispute should be discussed within a ten (10) day period.
- 40.6** ***Conciliation***
- (i) Where a dispute or grievance is referred for conciliation, a member of FWA shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.
 - (ii) This may include arranging:
 - a) conferences of the parties or their representatives presided over by the member; and
 - b) for the parties or their representatives to confer among themselves at conferences at which the member is not present.

HEALTH SELECT SERVICES PTY LTD ENTERPRISE AGREEMENT 2010

- (i) Conciliation before FWA shall be regarded as completed when:
 - a) the parties have reached agreement on the settlement of the grievance or dispute; or
 - b) the member of FWA conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in agreement by the parties on terms for the settlement of the grievance or dispute; or
 - c) the parties have informed the FWA member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

40.7 Arbitration

- (i) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that FWA proceed to determine the dispute or grievance by arbitration.
- (ii) Where a member of FWA has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- (iii) Subject to sub clause 40.7(iv) below, the determination of FWA is binding upon the parties and employees.
- (iv) An appeal lies to a Full Bench of FWA, with the permission of FWA, against a determination of a single member of FWA made pursuant to this clause.

41 ANTI-DISCRIMINATION

- 41.1** It is the intention of the respondents to this Agreement to achieve the principal object in s3 (e) of the Act 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, natural extraction or social origin.
- 41.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

HEALTH SELECT SERVICES PTY LTD ENTERPRISE AGREEMENT 2010

41.3 Nothing in this clause is taken to affect:

- (i) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- (ii) junior rates of pay;
- (iii) 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;
- (iv) the exemption in s51 (2) of the Act.

42 INDIVIDUAL FLEXIBILITY AGREEMENT

42.1 The Company and employees covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

42.1.1 the agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading

42.1.2 the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in clause 42.1.1; and

42.1.3 the arrangement is genuinely agreed to by the employer and the employee.

42.2 The Company must ensure that the terms of the individual flexibility arrangement:

42.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and

42.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

42.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

42.3 The Company must ensure that the individual flexibility arrangement;

42.3.1 is in writing; and

42.3.2 includes the name of the employer and employee; and

42.3.3 is signed by the employer and employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of the employee; and

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

42.3.4 includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (iv) states the day on which the arrangement commences

42.4 The Company must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

42.5 The Company or the employee may terminate the individual flexibility arrangement:

42.5.11 by giving no more than twenty eight (28) days written notice to the other party to the arrangement; or

42.5.12 if the employer and employee agree in writing - at any time.

HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010

SIGNATURES OF THE PARTIES:

Executed as an Agreement

**Signed for and behalf of HEALTH SELECT
SERVICES PTY LTD**

J.A. Cunningham
SIGNED for and on behalf of HEALTH SELECT
SERVICES PTY LTD

October 18. 10. 2010
Date

Jeanette Cunningham
NAME of Company Signatory

Managing Director
Basis of authority to sign

Health Select Services Pty Ltd
Unit 8 634 Mitcham Rd
Vermont.
ADDRESS of Company Signatory

Signed on behalf of the employees

Steve McCulloch
SIGNED for and on behalf of the employees

19/10/10
Date

NAME of employee Signatory

SECRETARY. LHMU
Basis of authority to sign AEA-V

117-131 CAPEL ST
NTH MELBOURNE
VIC 3051
ADDRESS of employee Signatory

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

SCHEDULE A

1. Rates shown in below will be increased by 3% per annum. This will be done on the anniversary of the approval of the agreement.
2. The allowance in clauses 19.5, 21.3, 21.4 and 24 shall be increased in line with wages increases
3. Where an individual employee receives ordinary time rate of pay which is greater than that shown in schedule A for Monday to Friday they shall be paid at the higher rate. This higher rate will not be reflected in weekend, public holiday worked or overtime payments
4. The CEP allowances are included into the rates for Ambulance Officer and Ambulance Attendant.
5. Where an employee has split roles, the employees rates will be applied as per Schedule A accordingly.

RATES OF PAY FOR FULL / PART TIME EMPLOYEES

Classification	Weekly payment	Monday to Friday	Midnight Friday to Midnight Sunday	Worked Public Holidays	Overtime T + ½	Overtime T x 2
Ambulance Attendant – Level 1	\$845.12	\$22.24	\$33.36	\$55.60	\$33.36	\$44.48
Ambulance Attendant – Level 2	\$965.66	\$25.41	\$38.12	\$63.53	\$38.12	\$50.82
Ambulance Attendant – Level 3	\$1053.64	\$27.73	\$41.59	\$69.33	\$41.59	\$55.46
Patient Transport Officer	\$748.22	\$19.69	\$29.54	\$49.23	\$29.54	\$39.38
Dispatcher	\$902.50	\$23.75	\$35.63	\$59.38	\$35.63	\$47.50
Communications Call Taker / Dispatcher in Training	\$748.22	\$19.69	\$29.54	\$49.23	\$29.54	\$39.38
Administration Assistant	\$790.40	\$20.80	\$31.20	\$52.00	\$31.20	\$41.60

**HEALTH SELECT SERVICES PTY LTD
ENTERPRISE AGREEMENT 2010**

RATES OF PAY FOR CASUALS EMPLOYEES

Classification	Monday to Friday	Midnight Friday to Midnight Sunday	Worked Public Holidays
Ambulance Attendant – Level 1	\$27.80	\$38.92	\$44.48
Ambulance Attendant – Level 2	\$31.76	\$44.47	\$50.82
Ambulance Attendant – Level 3	\$34.66	\$48.53	\$55.46
Patient Transport Officer	\$24.61	\$34.46	\$39.38
Dispatcher	\$29.69	\$41.57	\$47.50
Communications Call Taker / Dispatcher in Training	\$24.61	\$34.46	\$39.38
Administration Assistant	\$26.00	\$36.40	\$41.60

8th December 2010

Fair Work Australia
11 Exhibition Street
Melbourne VIC 3000

Attn: Commissioner Anne Gooley

Dear Commissioner Gooley,

**Health Select Services Pty Ltd Enterprise Agreement 2010
Employer Undertakings – AG 2010/18470**

In relation to Agreement above lodged for approval with Fair Work Australia, I state as follows on behalf of The Employer:

Clause 26.2.2 the term 'immediate family' also includes same-sex couples

Clause 38 The Employer agrees to pay for any medical examination requested of an employee

Yours Sincerely,



Jeanette Cunningham

Managing Director

jcunningham@health-select.com.au

Direct: (03) 9874 8057