



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Women's Health Goulburn North East Inc T/A Women's Health Goulburn North East**  
(AG2023/5388)

## **WOMEN'S HEALTH GOULBURN NORTH EAST ENTERPRISE AGREEMENT 2023**

Social, community, home care and disability services

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 23 JANUARY 2024

*Application for approval of the Women's Health Goulburn North East Enterprise Agreement 2023.*

[1] An application has been made for approval of an enterprise agreement known as the *Women's Health Goulburn North East Enterprise Agreement 2023*. (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Women's Health Goulburn North East Inc T/A Women's Health Goulburn North East. The Agreement is a single enterprise agreement.

[2] The Notice of Employee Representational Rights (NERR) provided to employees is a previous version. However, I am satisfied that the Agreement would have been genuinely agreed to but for the minor technical and procedural errors regarding the NERR and that the employees covered by the Agreement were not likely to have been disadvantaged by these errors. Accordingly, I exercise the discretion conferred by s.188(5) of the Act.

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 30 January 2024. The nominal expiry date of the Agreement is 1 July 2026.



DEPUTY PRESIDENT

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## WOMEN'S HEALTH GOULBURN NORTH EAST ENTERPRISE AGREEMENT 2023

### PART 1 - APPLICATION

#### 1. TITLE

This Agreement shall be known as the *Women's Health Goulburn North East Enterprise Agreement 2023* ("the Agreement").

#### 2. ARRANGEMENT

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### 3. DEFINITIONS

- 3.1** **the** Act shall mean the *Fair Work Act 2009* (Cth)
- 3.2** **Agreement** shall mean the Women's Health Goulburn North East Employee Enterprise Agreement 2023.
- 3.3** **FWC** means the Fair Work Commission.
- 3.4** **Employee** means a person employed by the Employer covered by this Agreement on either a full-time, part-time or casual basis and includes a person employed on a fixed term basis.
- 3.5** **Employer** shall mean Women's Health Goulburn North East Inc (ABN: 75 815 140 163).
- 3.6** **Organisation** shall mean Women's Health Goulburn North East Inc (ABN: 75 815 140 163).
- 3.7** **NES** means National Employment Standards as contained in section 59 to 131 of the Fair Work Act 2009 (Cth).
- 3.8** **FFPOA** means first full pay period on or after.
- 3.9** **immediate family** of an Employee means:
- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or

- (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

For the purposes of the above:

- (iv) **child** includes a foster child;
- (v) **spouse** includes a former spouse;
- (vi) **de facto partner** of an Employee:

**(30)** means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and

- (2) includes a former de facto partner of the Employee.

#### 4. COVERAGE

- 4.1** This Agreement shall apply within the State of Victoria and shall cover Women's Health Goulburn North East Inc. (ABN: 75 815 140 163) (**The Employer**) and all employees covered by the classification structure at clause 19.

#### 5. DATE AND PERIOD OF OPERATION

This Agreement shall operate seven days after the date of approval by the Fair Work Commission and shall remain in force until 1 July 2026 and thereafter in accordance with the *Fair Work Act 2009*.

#### 6. RELATIONSHIP TO NES

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009* ("the Act"). Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

#### 7. OBJECTIVES OF AGREEMENT

This Agreement reflects the commitment of the organisation to those we serve in the community and those we serve within the organisation. It reflects both our outward and inward-facing ways of working and being. We are guided by our Collective Values, and our commitment to being a feminist organisation.

We, as an organisation and as individuals commit to:

- Maintaining a culture where all contributions are recognised
- Practicing in a way that promotes cooperation, collaboration, shared accountability and equity rather than any practice that is competitive and individualistic
- Focusing on developing collective knowledge, skills, and competencies, supporting organisational ability to adapt to changing needs in our region

- Incorporating reflective practice principles that support innovation and best practice

Maintaining an equity-based approach to the working environment and holding both organisational and individual needs in mind.

## **8. NEGOTIATION PRINCIPLES**

- 8.1** The negotiation of a new Employee Collective Agreement (including review and bargaining) may be recommended to commence no later than six months prior to the expiry of the current Agreement.

## **9. FLEXIBILITY CLAUSE**

The Employer and an employee may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

The agreement deals with one or more of the following matters:

- a) arrangements about when work is performed;
- b) overtime rates;
- c) penalty rates;
- d) allowances;
- e) leave loading; and

- 9.1.2** The arrangement meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in paragraph 9.1.1; and

- 9.1.3** The arrangement is genuinely agreed to by the Employer and employee.

- 9.2** The Employer must ensure that the terms of the individual flexibility arrangement:

- 9.2.1** Are about permitted matters under section 172 of the *Fair Work Act 2009*; and

- 9.2.2** Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

- 9.2.3** Result in the employee being better off overall than the employee would be if no arrangement was made.

- 9.3** The Employer must ensure that the individual flexibility arrangement:

- 9.3.1** Is in writing; and

- 9.3.2** Includes the name of the Employer and employee; and

- 9.3.3** Is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- 9.3.4** Includes details of:

- a) The terms of the Agreement that will be varied by the arrangement; and
- b) How the arrangement will vary the effect of the terms; and

- c) How the employee will be better off overall in relation to the terms and conditions of her employment as a result of the arrangement; and

**9.3.5** States the day on which the arrangement commences.

**9.4** The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**9.5** The Employer or employee may terminate the individual flexibility arrangement:

**9.5.1** By giving no more than 28 days written notice to the other party to the arrangement; or

**9.5.2** If the Employer and employee agree in writing — at any time.

## **10. POSTING OF THIS AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS**

The Employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **11. FAIR WORK INFORMATION STATEMENT**

The Employer must give each employee the Fair Work Information Statement and any other statement required by the Act, before, or as soon as practicable after, the employee starts employment.

## **PART 2 – DISPUTE RESOLUTION**

### **12. ANTI-DISCRIMINATION**

**12.1** It is the intention of the parties to this Agreement to achieve the principal object in s.351 (1) of the *Fair Work Act 2009* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

**12.2** Accordingly, in fulfilling their obligations under clause 15.1 – Grievance procedures – the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

**12.3** Nothing in this clause is taken to effect:

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

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

**12.3.3** the exemptions under the Act.

### 13. DEALING WITH DISPUTES

If a dispute relates to:

- (a) a matter arising under the agreement;
- (b) the National Employment Standards; or
- (c) section 65 or section 76 of the Act, in respect to rejection of a request to extend unpaid parental leave or flexible return to work on the basis of reasonable business grounds.

This term sets out procedures to settle the dispute.

(2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

(3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management. If this does not resolve the dispute, then the dispute will be escalated to the CEO.

(4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

(5) The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

(6) While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or



(iii) the work is not appropriate for the employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

(7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **PART 3 – EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **14. EMPLOYMENT CATEGORIES**

**14.1** Employees under this Agreement may be employed in any one of the following categories:

**14.1.2** full-time employees;

**14.1.2** part-time employees;

**14.1.3** casual employees; or

**14.1.4** fixed term employment

**14.2** At the time of engagement the Employer shall inform each employee of the terms of their engagement, and in particular, whether they are to be full-time, part-time, casual or fixed term.

### **15. CONDITIONS OF EMPLOYMENT**

#### **15.1 Full-time employees**

A full-time employee is one who is employed and who is ready, willing and available to work a full week of 38 hours or an average of 38 hours as per clause 24 – hours of work, at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the Employer.

#### **15.2 Part-time employees**

**15.2.1** A part-time employee is a person who:

- a) works less than full-time hours of 38 per week (or less than 76 hours in a fortnight or 152 hours in a four week period) and;
- b) has reasonable predictable hours of work.

**15.2.2** Employees employed on a part-time basis shall be paid for hours worked at an hourly rate, calculated on a pro rata basis of the appropriate full-time weekly rate.

**15.2.3** Any paid leave to which a part time employee is entitled shall accrue progressively on a pro rata basis according to the number of ordinary hours worked.

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

### **15.3 Fixed term employment**

- 15.3.1** A fixed term employee may be engaged to work on either a full-time or part-time basis:
- a) for the completion of a specified task(s) or project; or
  - b) for a specified period of time.
- 15.3.2** This Agreement shall apply to a fixed term employee except to the extent that the Agreement expressly provides that it does not apply.
- 15.3.3** When offering employment on a fixed term basis, the Employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.

### **15.4 Casual employees**

- 15.4.1** A casual employee a person who meets the definition at section 15A of the Act.
- 15.4.2** A casual employee shall be paid for all work done on week days an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 25 percent.
- 15.4.3** The minimum daily engagement for a casual Employee shall be three hours.
- 15.4.4** The provisions of clauses 28 – Annual Leave, 29 – Personal Leave, 30 – Long Service Leave and 16 - Termination and other paid NES entitlements, shall not apply in the case of a casual employee as these entitlements are contemplated by the casual loading.
- 15.4.5** Casual conversion will apply in accordance with the NES.

## **16. TERMINATION**

### **16.1 Notice of termination by the Employer**

- 16.1.1** Except in the case of casuals, employees on fixed term contracts and employees covered by clause 16.1.2 or where the conduct of an employee justifies summary dismissal, in order to terminate the employment of an employee the Employer shall give to the employee four weeks written notice or four weeks pay in lieu of notice.
- 16.1.2** In order to terminate the employment of an employee who has completed not more than 1 year's continuous service, the Employer shall give to the employee one week's written notice or one week's pay in lieu of notice.
- 16.1.3** In addition to the notice in 16.1.1 above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service shall receive an additional week's notice or pay in lieu of notice.
- 16.1.4** Payment in lieu of the notice period prescribed in 16.1.1 and 16.1.2 hereof must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by part of the period of notice specified and part payment made in lieu thereof.

**16.1.5** In calculating any payments in lieu of notice, the Employer shall use the wages an employee would have received in respect of ordinary time they would have worked during the period of notice had their employment not been terminated.

**16.1.6** For the purposes of this clause, continuity of service shall be calculated in accordance with section 22 of the Fair Work Act 2009.

## **16.2 Notice of termination by employee**

The notice of termination required to be given by an employee shall be the same as that required of an Employer, except that no additional notice as outlined in 16.1.3 is required.

If an employee fails to give notice the Employer shall have the right to withhold wages due to the employee with a maximum amount equal to one week.

## **16.3 Statement of employment**

The Employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

## **16.4 Summary dismissal**

Notwithstanding the provision of 16.1.1 and 16.1.2 hereof the Employer shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal as provided by the *Fair Work Act 2009*, which is not limited to but includes neglect of duty, assault upon a client, visitor, stakeholder or fellow employee, proven instances of theft and acts of wilful disobedience of a lawful and reasonable instruction from the Employer (or delegate). In such cases the wage shall be paid up to the time of dismissal only.

## **17. CONSULTATION**

(1) This term applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### *Major change*

(2) For a major change referred to in paragraph (1)(a):

- (a) the Employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (5) As soon as practicable after making its decision, the Employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
    - I the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the Employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the Employer reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the Employer reasonably believes are likely to affect the employees;
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

**relevant employees** means the employees who may be affected by a change referred to in subclause (1).

## 18. REDUNDANCY

### Definitions

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

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

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

- Overtime;
- Penalty rates;
- Fares and travelling allowances;
- Bonuses; and
- Any other ancillary payment of a like nature.

### 18.1 Discussions before termination

**18.1.1** Where the Employer has made a definite decision that the Employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary

and customary turnover of labour and that decision may lead to termination of employment, the Employer shall hold discussions with the employees directly affected and their representative.

- 18.1.2** The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provision of 18.1.1 hereof and shall cover, including, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- 18.1.3** For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the employees concerned all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

## **18.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties for reasons set out in 18.1.1 hereof the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated. The Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

## **18.3 Redundancy pay**

In addition to the period of notice prescribed for ordinary termination in 18.1.1 of this Agreement an employee whose employment is terminated for reasons set out in 18.1.1 hereof shall be entitled to the following amount of redundancy pay in respect of a continuous period of service.

<u>Period of continuous service</u>	<u>Redundancy Pay</u>
Less than one year	NIL
At least one year but less than two years	4 weeks' pay
At least two years but less than three years	6 weeks' pay
At least three years but less than four years	7 weeks' pay
At least four years but less than five years	8 weeks' pay
At least five years but less than six years	10 weeks pay
At least six years but less than seven years	11 weeks pay
At least seven years but less than eight years	13 weeks pay
At least eight years but less than nine years	14 weeks pay
At least nine years	16 weeks pay

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For the purposes of this clause, continuity of service shall be calculated in accordance with s22 of the *Fair Work Act 2009*.

#### **18.4 Employees leaving during the notice period**

An employee whose employment is terminated for reasons set out in 18.1.1 hereof may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice, but will not be entitled to payment in lieu of notice.

#### **18.5 Time off work during notice period**

**18.5.1** During the period of notice of termination given by the Employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

**18.5.2** 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 they shall not receive payment for the time absent. For this purpose a statutory declaration shall be sufficient.

#### **18.6 Employees exempted**

This clause shall not apply to the following:

**18.6.1** where employment is terminated as a consequence of conduct that justifies instant dismissal, including misconduct, or neglect of duty; or

**18.6.2** casual employees; or

**18.6.3** in the case of employees engaged for a specific period of time or for a specified task or tasks; or

**18.6.4** in the case of an employee to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.–

### **PART 4 - WAGES AND RELATED MATTERS**

#### **19. CLASSIFICATION STRUCTURE AND RATES OF PAY**

##### **19.1 Classification Structure**

###### **19.1.1 Overview**

The Employer shall classify staff in accordance with the classification levels and descriptors set out in these clauses.

The classification covers five levels of work as performed by employees. At each level employees perform work above and beyond that of the lower level and to the level of their training. All classification levels have elements of each of the five following factors:

- Qualifications, knowledge and skills; the qualifications, knowledge and skills required for the classification level. This may be gained via a formal course of study, through work experience, or a combination of both.
- Problem solving; the complexity of the tasks to be done and the existence of procedures, precedents or policies to assist the person in the job to solve the problem or decide on a course of action.
- Accountability; the level of responsibility for the outputs of the position and their impact on the work of the unit/team, WHGNE, or the wider community.
- Level of supervision; the level of delegated authority and the frequency and amount of direction provided by the position's supervision.
- Human relations; the inter-personal skill requirement of the position.

The purpose of the descriptors is to classify positions, rather than describe the work in detail. The descriptors for each level are intended to cover a range of positions and professions and are therefore generic in nature. Elements that are specific to the positions are contained in position descriptions, which also include classification levels.

#### **19.1.2 How positions are classified**

Work performed by WHGNE staff is varied and includes clerical, finance and administration, research, health promotion, community development, project management, and team management.

Clerical and administrative support positions will generally be classified at level 1.

Experienced administrative financial support positions will generally be classified at levels 2-3, depending on the requirements of the position.

Research, health promotion, and community development positions will usually be classified at levels 2-3, depending on the requirements of the position.

Project management roles will usually be classified at levels 3-5, depending on the requirements of the position.

Coordination and management roles will usually be classified at levels 4-5, depending on the requirements of the position.

The Chief Executive Officer's position is not included in this structure.

Positions are graded by matching the position description for the position with the classification level descriptor and the indicative duties. Years within levels may be assigned to the position description, or be negotiated at the time of appointment according to years of experience in the role/sector.

Positions will be typically classified as follows:

##### **19.1.2(a) Level 1**

Positions classified at this level would typically apply to persons entering employment at WHGNE with no tertiary qualifications and without experience in the community services/women's health sector. Employees at this level will typically have well developed organisational skills, and some experience in the specified duties and a general understanding of the role and functions of the position. The employee may be required to oversee (with supervision) the work of students/volunteers.



<b>Qualifications, Knowledge &amp; Skills</b>	<p>Minimum requirements:</p> <ul style="list-style-type: none"> <li>• Completion of secondary education and basic training in office procedures or on-the-job training in a similar position.</li> <li>• An understanding of relevant business systems and processes.</li> <li>• Computer literacy and the ability to perform complex tasks using equipment.</li> </ul>
<b>Problem Solving</b>	<ul style="list-style-type: none"> <li>• Works well within well-defined precedents and procedures.</li> <li>• Undertakes a variety of tasks and duties and understands the outcomes that are expected.</li> <li>• Undertakes tasks that are of a procedural nature or have specific precedents that can be followed; latitude is permitted to consider the most appropriate procedure or precedent to follow. Assistance is available when problems occur.</li> <li>• Requires routine problem solving abilities within established routines, methods and procedures but the employee has some scope to consider variation in the sequence of procedures and/or possible actions.</li> </ul>
<b>Key Performance Indicators</b>	<ul style="list-style-type: none"> <li>• Outcomes of tasks may be used and/or implemented by others within the team/organisation.</li> <li>• Establishes own priorities for day-to-day work.</li> <li>• Reports to a Coordinator or project officer .</li> </ul>
<b>Level of Supervision</b>	<ul style="list-style-type: none"> <li>• Works under regular and formal supervision.</li> <li>• Receives broad instruction on work to be performed except when new or unusual features require more specific instruction.</li> <li>• Is given latitude to rearrange the sequence of various tasks or duties based on changing work situation/work flow.</li> </ul>
<b>Human Relations</b>	<ul style="list-style-type: none"> <li>• Able to maintain effective working relationships with all members of the WHGNE staff group.</li> <li>• Effective and purposeful communication with the general public.</li> <li>• Required to effectively liaise with people and organisations external to WHGNE.</li> </ul>

### 19.1.2(b) Level 2

Positions classified at this level would typically require post secondary training though this is likely to be recent (ie new graduates) and/or a degree of experience in the community services/women's health sector. Employees at this level will typically have well developed organisational skills, and some experience in the specified duties and a general understanding of the role and functions of the position.

<b>Qualifications, Knowledge &amp; Skills</b>	<p>Minimum requirements are:</p> <ul style="list-style-type: none"> <li>• Relevant undergraduate degree or other relevant training at a post secondary level <b>OR</b> two years relevant experience in the community/women's health sector.</li> <li>• A general understanding of community development, women's health or health promotion <b>OR</b> advanced administration skills.</li> <li>• General level of understanding of some or all of the following: <ul style="list-style-type: none"> <li>○ Knowledge competencies including health promotion and/or community development principles, social determinants of health and social model of health frameworks</li> <li>○ Project management competencies including frameworks</li> </ul> </li> </ul>
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	<p>associated with planning, implementation and evaluation cycles, as well as relevant research methodologies and approaches</p> <ul style="list-style-type: none"> <li>○ Partnership building competencies including interpersonal skills and facilitation of values-led approaches for collaboration</li> <li>○ Communication competencies including social marketing principles, general report writing, facilitation and presentation skills</li> <li>○ Technology competencies including high level of computer literacy in all areas, information management principles and relevant business systems and processes</li> </ul>
<b>Problem Solving</b>	<ul style="list-style-type: none"> <li>• Works under standardised practices and procedures or general work instructions.</li> <li>• May begin to specialise in a small number of functional or operational areas.</li> <li>• Implements current practices but has some latitude to implement alternate procedures.</li> <li>• Requires semi-routine problem solving within established routines, methods and procedures. Assistance would be available if needed.</li> </ul>
<b>Key Performance Indicators</b>	<ul style="list-style-type: none"> <li>• Contributes to the development and achievement of the team/organisation's objectives.</li> <li>• May represent WHGNE within the broader community within well defined guidelines.</li> <li>• Reports to a Coordinator.</li> </ul>
<b>Level of Supervision</b>	<ul style="list-style-type: none"> <li>• Works under regular and formal supervision.</li> <li>• Work is subject to regular quality control and progress checks.</li> <li>• Sets priorities jointly with their supervisor.</li> </ul>
<b>Human Relations</b>	<ul style="list-style-type: none"> <li>• Able to maintain effective working relationships with all members of the WHGNE staff group.</li> <li>• Required to effectively liaise with people and organisations external to WHGNE.</li> <li>• Expected to handle interpersonal work situations with the necessary skills to produce effective outcomes for the organisation, its stakeholders and its work/objectives.</li> </ul>

### 19.1.2(c) Level 3

Positions classified at this level would typically require advanced, specialised skills obtained through formal qualification and an accumulation of extensive job experience.

Senior administrative positions, health promotion professionals, and experienced community development workers may be classified at this level. This level may also represent the entry point for project management positions.

Employees at this level will typically have advanced organisational skills, broad conceptual capacity and a high level of proficiency in their field. The employee may be required to oversee (with supervision) the work of students, volunteers and staff at level 1-2.

<b>Qualifications, Knowledge &amp; Skills</b>	<p>Relevant tertiary qualification and at least three years relevant post qualification experience <b>OR</b> five years relevant experience in community health/women's health sector.</p> <ul style="list-style-type: none"> <li>• Advanced understanding of concepts and principles normally associated</li> </ul>
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	<p>with a formal qualification or gained through related work experience.</p> <ul style="list-style-type: none"> <li>• Thorough understanding of, and capacity to provide input into the role of WHGNE within the broader community.</li> <li>• Advanced understanding of some or all of the following: <ul style="list-style-type: none"> <li>○ Knowledge competencies including health promotion and/or community development principles, social determinants of health and social model of health frameworks</li> <li>○ Project management competencies including frameworks associated with planning, implementation and evaluation cycles, as well as relevant research methodologies and approaches</li> <li>○ Partnership building competencies including interpersonal skills and facilitation of values-led approaches for collaboration</li> <li>○ Communication competencies including social marketing principles, general report writing, facilitation and presentation skills</li> <li>○ Technology competencies including high level of computer literacy in all areas, information management principles and relevant business systems and processes</li> </ul> </li> </ul>
<b>Problem Solving</b>	<ul style="list-style-type: none"> <li>• Solutions to problems can generally be found in documented techniques, precedents, and guidelines or instructions. Assistance is available when required.</li> <li>• Works with comparable levels of difficulty and abstraction.</li> </ul>
<b>Key Performance Indicators</b>	<ul style="list-style-type: none"> <li>• Contributes to the establishment and achievement of team, program and organisation's objectives.</li> <li>• Represents WHGNE within the broader community.</li> <li>• Responsible for the management and outputs of individual work or project plans.</li> <li>• Reports to a Coordinator or Manager</li> </ul>
<b>Level of Supervision</b>	<ul style="list-style-type: none"> <li>• Works with regular and formal supervision, though with some degree of autonomy once program/work plans have been agreed upon.</li> </ul>
<b>Human Relations</b>	<ul style="list-style-type: none"> <li>• Able to maintain effective working relationships with all members of the WHGNE staff group.</li> <li>• Required to effectively liaise with people and organisations external to WHGNE.</li> <li>• Expected to handle interpersonal work situations with the necessary skills to produce effective outcomes for the organisation, its consumers, and its work/objectives.</li> </ul>

#### 19.1.2(d) Level 4

Positions classified at this level would typically require advanced, specialised skills obtained through formal qualification and an accumulation of extensive job experience. Considerable conceptual capacity, advanced organizational and information management skills, as well as higher levels of leadership and accountability, would be expected.

Senior administrative positions and program coordinators with responsibility for managing a program and/or single work unit may be classified at this level. Specialist technical and/or senior project Executive Officers may be classified at this level. The employee will be required to supervise the work of students, volunteers and staff at levels 1-3, and may be required to deputise for Managers

<b>Qualifications, Knowledge &amp; Skills</b>	<p>Minimum requirements are:</p> <ul style="list-style-type: none"> <li>• An undergraduate degree in an appropriate discipline plus a minimum of five years relevant experience <b>OR</b> eight years relevant team coordination experience in community health/women's health sector.</li> <li>• A relevant post-graduate qualification may be held.</li> <li>• Specific in-depth knowledge of the relevant field of practice.</li> <li>• An understanding of the context of women's health within the primary prevention sector and broader factors that impinge and impact upon WHGNE's goals and functions.</li> <li>• </li> <li>• Extensive understanding of some or all of the following:               <ul style="list-style-type: none"> <li>○ Knowledge competencies including health promotion and/or community development principles, social determinants of health and social model of health frameworks</li> <li>○ Project management and team coordination competencies including supervision of staff, management of multiple complex projects, and knowledge of frameworks associated with program management cycles</li> <li>○ Partnership building competencies including interpersonal skills and facilitation of values-led approaches for collaboration</li> <li>○ Communication competencies including social marketing principles, general report writing, facilitation and presentation skills</li> </ul> </li> <li>• Technology competencies including high level of computer literacy in all areas, information management principles and relevant business systems and processes</li> </ul>
<b>Problem Solving</b>	<ul style="list-style-type: none"> <li>• Works with a thorough understanding and application of relevant theory, principles and concepts.</li> <li>• Works with the degree of independence needed to achieve pre-determined operating objectives.</li> <li>• Possesses diverse problem solving skills and has latitude to consider which among many difference procedures should be followed, and in what sequence, in order to achieve the required job results.</li> <li>• Works in accordance with broad practice covered by WHGNE's precedents and policies.</li> </ul>
<b>Key Performance Indicators</b>	<ul style="list-style-type: none"> <li>• Is responsible for the development and achievements of the team's objectives.</li> <li>• Contributes to the development and achievement of the organisation's objectives.</li> <li>• Represents WHGNE within the broader community at regional and state-wide levels.</li> <li>• Works collaboratively with peers and others on projects.</li> <li>• Reports directly to a Manager</li> </ul>
<b>Level of Supervision</b>	<ul style="list-style-type: none"> <li>• Works under limited or broad direction.</li> <li>• Determines how and when the required results are achieved.</li> </ul>
<b>Human Relations</b>	<ul style="list-style-type: none"> <li>• Requires leadership, interpersonal and negotiation skills and excellent communication ability.</li> <li>• May be responsible for aspects of staff management including staff development, annual appraisal and performance management.</li> </ul>

### 19.1.2(e) Level 5

Positions classified at this level would typically require advanced, specialised skills obtained through higher formal qualifications and an accumulation of extensive job experience. Positions at this level require advanced skills in a range of areas including policy development and resource management. Higher levels of accountability would be expected.

Employees at this level would be expected to carry responsibility for one or more program areas/portfolios, and to provide leadership in developing program goals and setting directions.

Managers may be classified at this level. The employee will be required to supervise the work of students, volunteers and staff at levels 1-4, and may be required to act in the role of Executive Officer.

<b>Qualifications, Knowledge &amp; Skills</b>	<p>Minimum requirements are:</p> <p>An undergraduate degree in an appropriate discipline plus a minimum of seven years' experience at a senior level <b>OR</b> ten years extensive job experience at a senior level in a relevant sector.</p> <p>A relevant post-graduate qualification may be held.</p> <p>Proficiency in a specialised field gained through broad and deep experience built on concepts and principles or through wide exposure to complex practices and precedents.</p> <p>Extensive understanding of some or all of the following:</p> <ul style="list-style-type: none"> <li>• Knowledge competencies including health promotion and/or community development principles, social determinants of health and social model of health frameworks</li> <li>• Organisational management and coordination competencies including supervision of staff, management of multiple complex programs, and application of frameworks associated with program management cycles</li> <li>• Partnership building competencies including interpersonal skills, development and maintenance of external strategic networks and facilitation of values-led approaches for collaboration</li> <li>• Communication competencies at a high level including social marketing principles, report writing, and organisational representation</li> <li>• Technology competencies including high level of computer literacy in all areas, information management principles and relevant business systems and processes</li> <li>• </li> </ul>
<b>Problem Solving</b>	<ul style="list-style-type: none"> <li>• Has an advanced understanding of relevant theory, principles and concepts and their application.</li> <li>• Has the skills and latitude to develop new procedures where required.</li> <li>• Provides technical advice to others working within the same field of specialisation.</li> <li>• Has the ability to resolve problems which require high degree of original and independent thinking.</li> </ul>
<b>Key Performance Indicators</b>	<ul style="list-style-type: none"> <li>• Is responsible for the development and achievements of the organisation's operational objectives.</li> <li>• Contributes to the development and achievement of the organisation's strategic objectives.</li> </ul> <p>Represents WHGNE within the broader community at regional and state-</p>

	wide levels. <ul style="list-style-type: none"> <li>• Works collaboratively with peers and others on projects.</li> <li>• Reports directly to the Chief Executive Officer</li> </ul>
<b>Level of Supervision</b>	<ul style="list-style-type: none"> <li>• Works under limited or broad direction.</li> <li>• Determines how and when the required results are achieved.</li> </ul>
<b>Human Relations</b>	<ul style="list-style-type: none"> <li>• Requires high order leadership, interpersonal and negotiation skills and excellent communication ability.</li> <li>• Requires the ability to liaise and negotiate with stakeholders at senior levels.</li> <li>• Responsible for aspects of staff management including staff development, annual appraisal and performance management.</li> </ul>

## 19.2 Rates of Pay

Level	Year	FFPPOA 1/07/23 4%	FFPPOA 1/07/24 2.9%	FFPPOA 1/07/25 2.5%
<b>Level 1</b>	1 <sup>st</sup> year	56,509	58,147	59,601
	2 <sup>nd</sup> year	57,533	59,202	60,682
	3 <sup>rd</sup> year	58,576	60,275	61,782
	4 <sup>th</sup> year	59,641	61,371	62,905
	5 <sup>th</sup> year	62,932	64,757	66,376
<b>Level 2</b>	1 <sup>st</sup> year	70,911	72,967	74,791
	2 <sup>nd</sup> year	72,877	74,991	76,866
	3 <sup>rd</sup> year	74,364	76,521	78,434
	4 <sup>th</sup> year	75,744	77,941	79,889
	5 <sup>th</sup> year	77,152	79,390	81,374
<b>Level 3</b>	1 <sup>st</sup> year	80,396	82,727	84,795
	2 <sup>nd</sup> year	81,896	84,271	86,378
	3 <sup>rd</sup> year	83,427	85,847	87,993
	4 <sup>th</sup> year	84,990	87,454	89,641
	5 <sup>th</sup> year	86,582	89,093	91,321
<b>Level 4</b>	1 <sup>st</sup> year	89,529	92,125	94,428
	2 <sup>nd</sup> year	91,211	93,857	96,203
	3 <sup>rd</sup> year	92,929	95,624	98,015
	4 <sup>th</sup> year	94,681	97,427	99,863
<b>Level 5</b>	1 <sup>st</sup> year	95,309	98,073	100,524
	2 <sup>nd</sup> year	97,107	99,923	102,421
	3 <sup>rd</sup> year	98,942	101,812	104,357
	4 <sup>th</sup> year	103,651	106,657	109,323

## 19.3 Reclassification of positions

**19.3.1** The Agreement encompasses classification levels, definitions, competencies and salaries. Progression through the salary increments within levels is automatic. Progression between levels is on:

- Successful application for a reclassification of the position and revision of the position description; and

b) Demonstration of the staff member's increased competencies.

**19.3.2** The employee has the option to have an advocate in the negotiation of position reclassification.

## **20. PAYMENT OF WAGES**

**20.1** Wages shall be paid during working hours not later than Friday following the end of the fortnightly pay period.

**20.2** Payment will be paid by direct deposit to a bank account, credit union or building society of the employee's choice.

**20.3** At the time of making payment to the employee the Employer shall provide to each employee a statement detailing the following information: name and classification of the employee; the period the pay relates to and the date of payment; the hourly rate of pay; the amount of payment including allowances; the amount of pay deductions; amounts of occupational superannuation contributions; and details of funds into which contributions are being paid.

## **21. HIGHER DUTIES ALLOWANCE**

An employee who is called upon to perform the duties of another employee in a higher classification under this Agreement for a period of five consecutive working days or more shall be paid for the period for which duties are assumed at a rate of not less than the minimum rates prescribed for the position applying to the employee being relieved.

## **22. SUPERANNUATION**

### **22.1 Superannuation legislation**

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

**22.2** The Fund for the purpose of this Agreement shall mean:

**22.1.1** First State Super established and governed by a trust deed, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;

**22.1.2** Any other complying APRA regulated fund agreed between the Employer and employee

and shall participate in accordance with the trust fund deeds.

**22.3** In addition to the Employer's statutory contributions to the Fund an Employee may make additional contribution from their salary, and on receiving written authorisation from the Employer the Employer must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.

**22.4** Upon commencement of employment, the Employer shall provide each Employee with a membership form for their preferred fund and shall forward the completed membership forms for





the Employee's choice of fund within 28 days. In the event that the Employee has not completed an application form within 28 days, the Employer shall forward contributions and Employee details to First State Super ("Default Fund"), which offers a My Super Product, or another fund as required by superannuation laws, for example in relation to stapled funds.

**22.5** Superannuation fund payments will be made in accordance with trust fund deeds.

**22.6** Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

## **23. SALARY PACKAGING**

In the event that the Employer is able to offer FBT exempt benefits to employees, employees covered by the Agreement will have access to salary packaging arrangements as follows:

**23.1** By agreement with an employee, the current rate of pay specified in the Agreement may be salary packaged in accordance with the requirements of the Employer.

**23.2** The employee shall compensate the employer from within their base remuneration for any Fringe Benefits Tax (FBT) incurred as a consequence of any salary packaging agreement the employee has entered into. Where the employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the employee's salary packaging arrangements.

**23.3** The parties agree that in the event salary packaging ceases to be an advantage to the employee, the employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and the Employer shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.

**23.4** The employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that the costs shall be confined to reasonable commercial charges levied by the external salary packaging provider.

**23.5** The Employer recommends to employees who are considering salary packaging that they seek independent financial advice. The Employer shall not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the employee shall pay for any costs associated with salary packaging.

## **PART 5 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **24. HOURS OF WORK**

**24.1** The hours for an ordinary week's work shall be 38, or be an average of 38 per week in a fortnight, or in a four week period of 152 hours to be worked in any arrangement of shifts as agreed between the Employer and employee.

**24.2** The spread of hours shall be from 8.00am to 8.00pm, Monday to Friday. Ordinary hours are not worked on weekends under this Agreement.



### **24.3 Flexibility options within ordinary hours of work**

- 24.3.1** Flexi-time is available around an acceptance of a 7.6 hour working day, 38 hour working week between the **ordinary hours of work**, whilst ensuring the organisation's staff requirements are covered for advertised opening times.
- 24.3.2** Time worked beyond 7.6 hours in any one day shall be treated as follows:  
That the period worked in excess of a 7.6 hour day shall be accrued as flexi-time (that is on an hour for hour basis) and may be taken as a shorter working day(s) and/or as one single day of 7.6 hours in a four (4) week period. Not more than two days can be accrued at any one time, unless agreed to by the Employer

### **24.4 Requests for flexible working arrangements**

- 24.4.1** Under the terms of this Agreement, all employees have a right to request a flexible working arrangement. For clarity, this means that the employee does not need to meet the 'circumstances' under the NES (eg be a parent of a school aged child, be over 55 years of age etc) or meet the service requirement of 12 months with the Employer.
- 24.4.2** The request must:
- 24.4.3.1** Be in writing; and
  - 24.4.3.2** Set out details of the change sought and of the reasons for the change
- 24.4.3** The Employer must give the employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.
- 24.4.4** The Employer may refuse the request only on reasonable business grounds.
- 24.4.5** If the Employer refuses the request, the written response under subclause 24.4.4 must include details of the reasons for refusal.
- 24.4.6**
- (a) In accordance with the NES, the employer will provide the employee with a written response to the request for a flexible working arrangement within 21 days, stating whether the employer grants or refuses the request. The Employer is only able to refuse a request for a flexible working arrangement in circumstances where the Employee s:
    - (i) discussed the request with the Employee;
    - (ii) genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances that have given rise to the request, but no such agreement has been d;
    - (iii) considered the consequences of their refusal on the Employee;
    - (iv) refused the request on reasonable business grounds; and
    - (v) in the written response to the Employee:
      - 1. included details of the reasons for the refusal;
      - 2. explained the particular business grounds for refusing the request and how they apply to the Employee's request;

3. set out alternative changes (if any) to the Employee's working arrangements that the Employer is willing to make to accommodate the Employee's circumstances that have given rise to the request, or state that there are not such changes; and
4. explained that, in accordance with sections 65B and 65C of the Act, where there is dispute in relation to the Employer's refusal of the flexible work request, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the parties and if the dispute remains unresolved then it may be referred to the FWC for resolution, which may be by arbitration.

- (b) Where an Employee wishes to make a request to return to work on a part-time basis after a period of Parental Leave, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

## **25. MEAL INTERVALS AND REST INTERVALS**

### **25.1 Meal intervals**

Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work. Such meal interval shall not be counted as time worked.

### **25.2 Rest intervals**

At a time suitable to the Employer, two rest intervals of ten minutes each shall be given to all employees during each day or rostered shift every morning and afternoon. Such rest breaks shall be counted as time worked.

## **26. OVERTIME**

### **26.1 Requirement to work reasonable overtime**

**26.1.1** Subject to the following clause, an Employer may require an employee to work reasonable overtime at overtime rates.

**26.1.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to

- Any risk to employee health and safety;
- The employee's personal circumstances including any family responsibilities;
- The needs of the workplace or enterprise; and
- The notice (if any) given by the Employer of the overtime and by the employee of her intention to refuse it.

**26.2** An employee who is required by the Employer to work outside the ordinary hours of work (as defined in clause 26) shall be paid for all hours worked at the following rates:

**26.2.1** For additional hours worked on weekdays (outside the 8.00am – 8.00pm normal spread of hours) the employee shall be paid at the rate of time and a half for the first two hours and double time thereafter;

**26.2.2** For additional hours worked on weekends the employee shall be paid at the rate of double time, additional hours worked on public holidays shall be paid at the rate of double time and a half.

**26.3** For casual employees the overtime penalty rates are paid cumulative with the casual hourly rate.

**26.4** All overtime must be approved in advance by the Employer.

**26.5 Time off in Lieu of Overtime**

**26.5.1** By agreement between the Employer and employee, time off in lieu may be chosen as an alternative to paid overtime at the appropriate overtime rate. Time off in lieu will accrue at the overtime penalty rate equivalent.

**26.5.2** Accrued time in lieu is to be taken at a time agreed between the Employer and employee.

**26.5.3** In the event where mutual agreement cannot be reached within six (6) weeks of the overtime worked, then the Employer may direct the employee to take the time in lieu at a specified time on the provision of three (3) days' notice.

**26.5.4** In the event that the employment terminates for any reason the Employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

**27. 48/52, 49/52, 50/52 or 51/52 MODELS OF EMPLOYMENT**

**27.1** Notwithstanding any other provision of this Agreement, an employee may, with the agreement of the Employer, at the completion of 12 months service, work between 48 weeks and 51 weeks per year. Access to this entitlement may only be granted on application from an employee and cannot be required as a precondition for employment.

**27.2** Where an Employer and employee agree to a reduction in the number of working weeks under clause 27.1

**27.2.1** the employee will receive additional annual leave as follows:

- a) 48/52 weeks – Additional 4 weeks' leave (9 weeks in total)
- b) 49/–2 weeks - Additional 3 weeks' leave (8 weeks in total)
- c) 50/–2 weeks - Additional 2 weeks' leave (7 weeks in total)
- d) 51/–2 weeks - Additional 1 weeks' leave (6 weeks in total)

**27.2.2** The employee will receive a salary equal to the period worked (eg, 48 weeks, 49 weeks, 50 weeks or 51 weeks) which will be spread over a 52-week period.

**27.2.3** Accrual of sick leave and long service leave by the employee will remain unchanged.

**27.3** Approval for applications for the 48/52, 49/52, 50/52 or 51/52 model of employment will rest with the Employer who shall take into account the operational needs and work requirements. Applications shall not be unreasonably withheld.

- 27.4** An employee working under the 48/52, 49/52, 50/52 or 51/52 model of employment may request a reversion to standard employment conditions. Such requests can only be made every twelve months from the date of transfer to the, 48/52, 49/52, 50/52 or 51/52 model of employment. Each twelve months the arrangement will be reviewed to ensure that it meets organisational requirements.

## **PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **28. ANNUAL LEAVE**

#### **28.1 Period of leave**

An employee, other than a casual employee, shall, in their first year of service, be entitled to four weeks annual leave on ordinary pay in respect to 12 months service and thereafter five (5) weeks on ordinary pay per annum.

- 28.2** Annual leave shall accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

#### **28.3 Annual leave exclusive of public holidays**

If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.

#### **28.4 Part-time entitlement**

**28.4.1** A part-time employee shall be entitled to annual leave on a pro-rata basis of the leave prescribed in clause 28.1 for a full-time employee.

**28.4.2** Provided that where the ordinary hours for a part-time employee have varied over a period of accrual for annual leave, the average ordinary hours shall be determined and used as the basis for calculating the payment for annual leave.

#### **28.5 Termination of employment**

**28.5.2** All accrued annual leave including leave loading shall be paid out at the current ordinary rate on termination.

#### **28.6 Time of taking leave**

**28.6.1** Annual leave shall be given or taken at a mutually agreed time as determined between the employee and the Employer.

**28.6.2** A minimum of one month's notice should be given by the employee or the Employer before going on annual leave, or such lesser period as may be accepted by the Employer.

**28.6.3** Except on application, the payment of wages during annual leave for a period of less than one (1) week shall be paid at the completion of the pay cycle rather than the commencement of the leave.

#### **28.7 Annual Leave Loading**

**28.7.1** In addition to annual leave entitlement all employees shall be entitled to an annual leave loading of 17.5%.

28.7.2 Annual leave loading entitlement shall be paid twice yearly in June and December.

## **28.8 Annual Leave in advance**

(a) The Employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
- (ii) be signed by the Employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(c) The Employer must keep a copy of any agreement under clause 30.8 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 28.8, the Employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

## **28.9 Cashing out of annual leave**

Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.9.

(a) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.9.

(b) An Employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(c) An agreement under clause 28.9 must state:

- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
- (ii) the date on which the payment is to be made.

(d) An agreement under clause 28.9 must be signed by the Employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(e) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(f) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

- (30) (i) The Employer must keep a copy of any agreement under clause 28.9 as an employee record.

Note 1: Under section 344 of the Fair Work Act, the Employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 28.9.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.9.

#### 28.10 Excessive leave accruals: general provision

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave
- (b) If an employee has an excessive leave accrual, the Employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 28.11 sets out how an Employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 28.12 sets out how an employee who has an excessive leave accrual may require an Employer to grant paid annual leave requested by the employee.

#### 28.11

- (a) If an Employer has genuinely tried to reach agreement with an employee under clause 28.10(b) but agreement is not reached (including because the employee refuses to confer), the Employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the Employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.10, 28.11 or 28.12 or otherwise agreed by the Employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the Employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 28.10(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

## **28.12 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an Employer under clause 28.10(b) but agreement is not reached (including because the Employer refuses to confer), the employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the Employer under paragraph (b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 28.11(a) that, when any other paid annual leave arrangements (whether made under clause 28.10, 28.11 or 28.12 or otherwise agreed by the Employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.10, 28.11 or 28.12 or otherwise agreed by the Employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the Employer and employee
- (d) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in 1 period of 12 months.
- (e) The Employer must grant paid annual leave requested by a notice under paragraph (b).

## **28.13 Calculation of Continuous Service**

**28.13.1** For the purposes of this Agreement a year of employment shall be deemed to be unbroken notwithstanding:

**28.13.1(a)** any annual leave, long service leave, paid sick leave or paid parental leave taken therein;

**28.13.1(b)** any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

**28.13.1(c)** any absence from work of not more than fourteen days in the year of employment on account of accident make-up pay or unpaid sick leave,

**28.13.1(d)** any absence on account of leave (other than annual leave, long service leave, paid sick leave or paid parental leave) granted imposed or agreed to by the Employer;

**28.13.1(e)** any absence on any other account not involving termination of employment.

and in calculating a year of employment, absences of a kind mentioned in clauses 28.13.1(a), 28.13.1(b) or 28.13.1(c) shall be counted as part of the year of employment but in respect of absences of a kind mentioned in clauses 28.13.1(d), and 28.13.1(e) it will be necessary for the employee as part of her qualification for annual leave to serve such additional period as equals the period of such absences.

#### **28.14 Illness while on Annual Leave**

Where an employee becomes sick whilst on annual leave and complies with the notice and evidence requirements relating to personal / carer's leave then for a period of work specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to her annual leave entitlement.

If annual leave loading, as provided for, has been paid in respect of those sick days referred to in this sub-clause it shall be adjusted, as soon as practicable.

#### **28.15 Annual Close Down**

Notwithstanding anything contained in this Agreement, if the Employer elects to close down part or the entire establishment at the Christmas / New Year period, the Employer shall give at least two (2) months' notice to the employees of the intention to do so.

All employees shall be given the option of:

- 28.15.1** Accrued annual leave
- 28.15.2** Accrued flexi-time or time in lieu
- 28.15.3** Leave without pay

### **29. PERSONAL / CARER'S LEAVE**

**29.1** Paid personal / carer's leave is available to an employee when absence is due to:

- personal illness or injury (personal leave); or
- for the purposes of caring for an immediate family or household member that is ill / injured or affected by an unexpected emergency and requires care and support (carer's leave).

**29.2** The amount of paid personal leave to which an employee is entitled is set out below under provisions dealing with the types of personal leave described above.

#### **29.3 Personal Leave**

**29.3.1** In the event of an employee becoming ill/ injured and unfit for duty (reasonable evidence must be provided to the Employer, which must be a medical certificate unless there are



exceptional circumstances), the employee shall be entitled to personal / carer's leave on full pay:

**29.3.1(a) Full-time employees**

- 29.3.1(a)(i)** during the first year of service – one working day for each month of service (12);
- 29.3.1(a)(ii)** during the second, third and fourth years of service – fourteen (14) working days in each year; and
- 29.3.1(a)(iii)** thereafter – twenty-one (21) working days in each year.

**29.3.1(b) Part-time employees**

On a pro rata basis corresponding to their year of service, and weekly hours as it relates to full-time employee

**29.3.2** Personal /carer's leave shall accrue progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

**29.3.2(a)** For the avoidance of doubt, personal / carer's leave in accordance with this clause 29 is not payable upon termination of employment. Payment shall not be made by an Employer to an employee in lieu of personal leave or part thereof to which the employee is entitled under this Agreement nor shall any such payment be accepted by the employee.

**29.3.3** Provided that an employee may be absent through sickness for any two (2) days without furnishing evidence of such sickness as provided in 29.3.1 on not more than a total of seven (7) working days provided the day does not fall either side of a weekend or public holiday, in any one year of service. An employee shall not be entitled to the benefit of this sub-clause, should she fail to notify the Employer before 11.00am or as soon as reasonably practicable thereafter.

**29.3.4** Access to personal leave is contingent upon the employee providing:

- a) notice of their absence as soon as reasonably practicable (including the anticipated duration of the period of leave); and
- b) subject to clause 29.3.3, a medical certificate to cover the period of absence.

If there are exceptional circumstances and an employee is unable to obtain a medical certificate, the Employer may accept a statutory declaration. The employee will bear the onus of establishing the grounds that constitute exceptional circumstances.

**29.3.5** The Employer shall not terminate the service of an employee during the currency of any period of sick leave, with the object of avoiding her obligations under this clause.

**29.4 Carer's Leave**

**29.5.1** An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any personal / carer's leave entitlement for absences to provide care and support for such person when they are ill / injured or in an unexpected emergency affecting the member.

- 29.5.2** The employee shall, if required, establish by production of a medical certificate or statutory declaration, evidence that would satisfy a reasonable person that the leave has been taken to provide care or support per clause 29.1 of this Agreement.
- 29.5.5** The employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Employer of such absence at the first opportunity on the day of absence.
- 29.5.6 Unpaid carer's leave**  
An employee is entitled to a period of up to two (2) days unpaid carer's leave for each permissible occasion, when a member of the employee's immediate family or member of the employee's household requires care or support because of an illness / injury or unexpected emergency affecting the member, and the employee cannot access any paid personal / carer's leave entitlement. A casual employee will be entitled to unpaid carer's leave in accordance with this sub-clause.

### **30. COMPASSIONATE LEAVE**

- 30.1** An employee shall be entitled, on the death or serious illness / injury of a member of the employee's immediate family or household, to a period of four (4) days paid compassionate leave (unpaid for casual employees) or for a period not exceeding the number of hours worked by the employee in one ordinary week's work for each permissible occasion, whichever is the greatest. Proof of such death or in the case of serious illness, dependence for care of such relation shall be furnished by the employee to the satisfaction of the Employer. In accordance with the NES, paid compassionate leave under this sub-clause will also be available in the event of a stillbirth or miscarriage.
- 30.2** Where an employee takes compassionate leave whilst on a period of approved annual leave then for the period of work specified in the certificate shall be compassionate leave, as applicable, and shall be re-credited to their annual leave entitlement.

### **31. LONG SERVICE LEAVE**

For any employee employed after the commencement date of this Agreement, the entitlement to long service leave will be in accordance with the Portable Long Service Leave Authority, save that where more beneficial, the definition of service shall be in accordance with clause 31.2 below (for example, to include periods on unpaid parental leave up to 12 months and unpaid leave on account of illness or injury or to provide care, up to 3 months in total).

For employees who were employed prior to the commencement date of this Agreement, the below long service leave entitlement will continue and the Employer will be entitled to a reimbursement through the Authority, in accordance with the Long Service Benefits Portability Regulations 2020.

#### **31.1 Entitlement**

- 31.1.1** An employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same Employer in accordance with the provisions of this clause.

- 31.1.2** On the completion by the employee of 7 years continuous service, the employee shall be entitled to 12.13 weeks long service leave and thereafter, long service leave shall accrue at a rate of 26/15 weeks (ie 1.733 weeks) per each additional years of service.

## **31.2 Service entitling to leave**

- 31.2.1** For the purposes of this clause **service** shall be deemed to be continuous notwithstanding:

- 31.2.1(a)** the taking of any:

- (i) annual leave;
- (ii) long service leave;
- (iii) paid personal / carer's leave;
- (iv) unpaid leave on account of illness or injury or to provide care, up to 3 months in total; or
- (v) paid or unpaid parental leave up to 12 months;

- 31.2.1(b)** any absence from work of not more than fourteen days in any one year on account of unpaid sick leave;

- 31.2.1(c)** any interruption or ending of the employment by the Employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;

- 31.2.1(d)** any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 39 - Accident pay;

- 31.2.1(e)** any leave of absence of the employee where the absence is authorised in advance in writing by the Employer to be counted as service;

- 31.2.1(f)** any absence from work of an employee on unpaid parental leave for a period not exceeding twelve months (or as extended in accordance with the NES);

- 31.2.1(g)** any other absence of an employee by leave of the Employer, or on account of injury arising out of or in the course of her employment not covered by clause 31.2.1.

- 31.2.2** In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in clauses 31.2.1(a) to 31.2.1(e) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in clauses 31.2.1(f) and 31.2.1(g) shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.

- 31.2.3** The onus of providing a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the employee concerned.

- 31.2.4** The Employer shall keep or cause to be kept a long service record for each employee, containing particulars of service, leave taken and payments made.

### **31.3 Payment for period of leave**

**31.3.1** Payment to an employee in respect of long service leave shall be made, at the discretion of the Employer in one of the following ways:

**31.3.1(a)** in full in advance when the employee commences her leave; or

**31.3.1(b)** at the same time as payment would have been made if the employee had remained on duty;

**31.3.1(c)** in any other way agreed between the Employer and the employee.

**31.3.2** Where the employment of an employee is for any reason terminated before the employee takes any long service leave to which she is entitled or where any long service leave accrues to an employee pursuant to clause 31.1.2 hereof the employee shall subject to the provisions of clause 31.3.3 be entitled to pay in respect of such leave as at the date of termination of employment.

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

### **31.4 Taking of leave**

**31.4.1** When an employee becomes entitled to long service leave such leave shall be taken at a mutually agreed time as determined between the employee and the Employer.

**31.4.2** Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.

**31.4.3** With the agreement of the Employer, an employee may take their long service leave entitlement at half pay over twice the time span, or at double pay over half the time span, or some other combination as agreed.

**31.4.4** Any Long Service Leave shall be inclusive of any public holiday occurring during the period when the leave is taken.

**31.4.5** The intention of long service leave is that it be accessed in two or three separate periods. However, by mutual agreement between the Employer and an employee, long service leave may be agreed to be accessed on a more flexible basis.

### **31.5 Definitions**

**31.5.1** For the purpose of this clause the following definitions apply.

**31.5.2** **Pay** means remuneration for an employee's normal weekly hours of work or work calculated at the employee's ordinary time rate of pay provided in clause 19.2 Rates of Pay, hereof at the time the leave is taken or (if the employee dies before the completion of leave so taken) as at the time of her death; and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

**31.5.3 Month** shall mean a calendar month

## **32. PARENTAL LEAVE**

**32.1** Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.

**32.2** Permanent Employees eligible for parental leave in accordance with subclause 32.1 (that is those who qualify to take parental leave in accordance with the Act) shall be entitled to the following paid parental leave:

- (i) Fourteen weeks paid parental and adoption leave for any permanent Employee who will be the primary carer of the child at the time of the birth of the child or in the case of adoption leave, at the time of placement of the child with the Employee.
- (ii) Four weeks paid partner (non-birth partner) leave for any permanent Employee whose spouse or de facto spouse (including same-sex partner) will be the primary care giver of a child.
- (iii) The payment in this subclause 31.2 shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled).

In addition, the Employee may take all accrued annual leave prior to a return to work from parental leave.

### **32.3 Prenatal Leave**

- (i) In addition to the parental leave and personal/carers' leave provisions of this Agreement, an employee who presents a medical certificate from a doctor stating they are pregnant will have access to paid leave totalling 38 hours (pro rata for part time employees) per pregnancy to enable the employee to attend the medical appointments specifically associated with the pregnancy and the baby, for example weekly check-ups. The work unit will be flexible enough to allow such employees the ability to leave work and return on the same day.
- (ii) On presentation of a medical certificate stating such, any employee who has a partner who is pregnant will be eligible to access leave under this clause for a period totalling 1 normal working day hours. A medical certificate must cover each absence.

## **33. PROFESSIONAL DEVELOPMENT/ STUDY LEAVE**

### **33.1 Entitlement for Professional Development**

**33.1.1** Employees will be offered up to 5 days (7.6 hr day) paid professional development leave per year (in addition to other leave entitlements) (pro rata for part time employees).

**33.1.2** Employees will be entitled to utilise yearly professional development time and budget allocation for approved courses which directly benefit organisational objectives.

**33.1.3** Additional time without loss of pay may be granted at Employer's discretion.

**33.1.4** Applications for professional development leave shall be approved by the Employer subject to the operational needs of the Employer.

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

### **33.2 Entitlements for Study leave**

**33.2.1** Applicants for study leave should be employees with WHGNE for at least one year. Contract workers are generally not granted study leave, however if an individual has already commenced study, WHGNE would not wish to disadvantage that individual. In these instances the Employer is responsible for determining the granting of study leave.

**33.2.2** Employees may be granted up to six days study leave per year (non-cumulative) without loss of pay in order to undertake courses relevant to their work.

**33.2.3** Employees can apply for full-time study leave without pay for up to one year for approved courses.

**33.2.4** Employees can apply for part-time study leave without pay for up to one year with job-sharing arrangements as appropriate and negotiated.

**33.2.5** For reasons of unsatisfactory progress, the Employer may, after a minimum period of twelve months, revoke any study leave granted.

**33.2.6** Additional time without loss of pay may be granted at Employer's discretion.

## **34. LEAVE WITHOUT PAY AND CAREER BREAKS**

**34.1** All employees (except casual employees) shall be able to request leave without pay leave which shall be granted at the discretion of the Employer. This unpaid leave may be used for work or study in similar or specialist areas not available within the service. Each employee may apply for this leave after two years continuous service. Leave may be for a period up to and including 12 months.

**34.2** Subject to this subclause any absence on any leave without pay or career breaks shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of this agreement.

## **35. PUBLIC HOLIDAYS**

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

**35.1.1** New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, the Friday before AFL Grand Final Day, Christmas Day, Boxing Day; Australia Day, Anzac Day, King's Birthday, Labour Day, and

**35.1.2** Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality, or an agreed substitute day in lieu of Melbourne Cup Day.

## **35.2 Holidays in lieu**

**35.2.1** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed.

**35.2.2** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed.

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

**35.3** Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 35.1 and 35.2 above, those days shall constitute public holidays for the purpose of this Agreement.

**35.4** The Employer acknowledges that there are persons who do not wish to celebrate a public holiday on 26 January (or as substituted) and therefore any request from an Employee to substitute the public holiday to another day will be agreed to. The substituted public holiday will be taken within the calendar year.

**35.5** A part-time employee who is not ordinarily required to work on the day of the week on which a public holiday is observed shall not be entitled to any benefit for such a public holiday, unless they are required to work on a public holiday.

**35.6** An employee required to work on a public holiday in accordance with the NES, they will be paid double time and a half of their ordinary rate of pay for all time worked. A casual employee will be entitled to 275% for work performed on a public holiday.

## **36. JURY SERVICE AND SUBPOENAED WITNESS AND COMMUNITY SERVICES LEAVE**

**36.1** An employee, required to attend for Jury Service or as a subpoenaed witness during ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of her attendance for such Jury Service and the amount of ordinary salary that the employee would have received in respect of the ordinary time she would have worked had she not been on Jury Service or called as a subpoenaed witness

**36.2** An employee shall notify her Employer as soon as possible of the date upon which she is required to attend for Jury Service or as a subpoenaed witness. Further, the employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

**36.3** The Employer will allow an employee who is a member of an eligible community service activity including but not limited to the Country Fire Authority, Red Cross, St John Ambulance or the State Emergency Service to be released from normal duty to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the employee. An employee so released to perform volunteer emergency duty will not be required to re-attend for work within 10 hours of completion of the volunteer duty even where rostered to do so. The Employer may request confirmation in writing from the relevant authority that the employee was engaged in the community service activity.

**36.4** An Employee who is released for service to attend a local emergency situation referred to in clause 36.3 will be entitle to access any available annual leave, time-in-lieu or will be entitled to take time

off without pay, without interruption to their continuity of service. This will be negotiated on a case-by-case basis and approved by the Employer.

### **37. CEREMONIAL LEAVE**

An employee who is required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.

### **38. FAMILY VIOLENCE LEAVE**

#### **38.1 General Principle**

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

#### **38.2 Definition of Family Violence**

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

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

#### **38.3 Eligibility**

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

#### **38.4 General Measures**

- (a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and child health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.



- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, Union delegate or the Chief Executive Officer. The immediate supervisor may seek advice from the Chief Executive Officer if the Employee chooses not to see the Chief Executive Officer or Family Violence contact.
- (f) Where requested by an Employee, the Chief Executive Officer will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclauses 38.5 and clause 38.6.
- (g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

### **38.5 Leave**

- (a) An Employee experiencing family violence will have access to 20 days per year of paid special leave (pro rata for part-time Employees) for counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An Employee who supports a member of their immediate family or household experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with subclause 38.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

### **38.6 Individual Support**

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:
  - (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
  - (ii) temporary or ongoing job redesign or changes to duties;
  - (iii) temporary or ongoing relocation to suitable employment;
  - (iv) a change to their telephone number or email address to avoid harassing contact;
  - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- (c) An Employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local Employee support resources. The EAP shall include professionals trained specifically in family violence.
- (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

## PART 7 - TRAVEL

### 39. REIMBURSEMENT OF EXPENSES

- 39.1** When an employee is involved in travelling on duty, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s). Upon request, the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an employee is likely to incur work related expenses.
- 39.2** Provided further that the employee shall not be entitled to reimbursement for those expenses which exceed the mode of transport, meals or the standard of accommodation as stated in the organisation's policy & procedures.
- 39.3** Where possible an employee must use a company vehicle, a taxi, travel by train or a hire car for all work purposes. Where an Employer requires an employee to use their own motor vehicle in the performance of duties such an employee shall be paid an allowance as determined by the rates published by the ATO.
- 39.4** An employee who is recalled to work outside ordinary rostered hours and who uses her vehicle for transport from home to place of work and return shall receive an allowance as determined by the rates published by the ATO for each occasion of such use.

## PART 8 - ACCIDENT PAY

### 40. ACCIDENT MAKE-UP PAY

Where an entitlement to accident make-up pay arises under this part any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013* shall be deemed, where applicable, to include a reference to the *Accident Compensation Act 1985* or the *Workers Compensation Act 1958*

#### 40.1 Definitions

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

##### 40.1.1 Accident Pay

##### 40.1.1(a) Total incapacity

Means in the case of an employee who is or deemed to be totally incapacitated within the meaning of the *Workplace Injury Rehabilitation and Compensation Act 2013* (hereinafter referred to as the Act) and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the Act for the week in question and the total 38 hour weekly rate and weekly over award payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if she had been performing her normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

**40.1.1(b) Partial incapacity**

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

**40.1.1(b)(i)** The total 38 hour weekly award rate and weekly over-award payment abovementioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act such reduction will not increase the liability of the Employer to increase the amount of accident pay in respect of that injury.

**40.1.1(b)(ii)** For the purposes of the calculation of the total 38 hour weekly award rate and weekly over-award payment in 40.1.1(a) and 40.1.2(b) payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

**40.1.1(c) Payment for part of a week**

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

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

**40.1.3 Workers Compensation Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013*, as amended from time, of the State of Victoria.

**40.2 Qualifications for payment**

Subject to the terms of this clause, an employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by her Employer who is liable to pay compensation under the Act, which said liability by the Employer for accident pay may be discharge by another person on his behalf, provided that:

**40.2.1** Accident pay shall only be payable to an employee whilst such employee remains in the employment of the Employer by whom she was employed at the time of the incapacity and

then only for such period as she receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from her Employer but such alternative employment is available with another Employer then the relevant amount of accident pay shall be payable.

**40.2.1(a)** Provided further that in the case of the termination of employment by an Employer of an employee who is incapacitated who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.

**40.2.1(b)** In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to her Employer of the continuing payment of weekly employees' compensation payments.

**40.2.2** Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to 40.2.3 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.

**40.2.2(a)** Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in section 3 of the Act such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.

**40.2.3** Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

**40.2.4** An employee on engagement may be required to declare all workers compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the Employer may require the employee to forfeit her entitlement to accident pay under this clause.

#### **40.3 Maximum period of payment**

The maximum period or aggregate period of accident pay to be made by the Employer shall be a total of 39 weeks for any one injury as defined in 40.1.2 hereof.

#### **40.4 Absences on other paid leave**

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

#### **40.5 Notice of injury**

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

#### **40.6 Medical examination**

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

**40.6.2** Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the Employer, and is refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

**40.7 Cessation of weekly payments**

Where there is a cessation or redemption of weekly compensation payments under the Act the Employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

**40.8 Civil damage claims**

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

**40.8.2** Where an employee obtains a judgement or settlement for damages in respect of an injury for which she has received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the employee shall pay to her Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

**40.8.3** Where an employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which she has received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the employee shall pay to her Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

**40.9 Insurance against liability**

Nothing in this part shall require an Employer to insure against her liability for accident pay.

**40.10 Variations in compensation rates**

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

**40.11 Death of an employee**

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

## **PART 9 – NATURAL DISASTERS OR EMERGENCY**

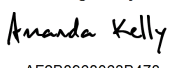
### **41. CLIMATE DISASTERS OR EMERGENCY**

The Employer's response to any climate disaster or emergency which affects the operation of the organisation (including closure of the organisation), or the ability of employees to attend work, will be managed in accordance with the *Fair Work Act 2009*.



## SIGNATORIES TO THE AGREEMENT

I am authorised to sign this Agreement on behalf of WOMEN'S HEALTH GOULBURN NORTH EAST

DocuSigned by:  
  
AF2B8900003B478...

SIGNATURE

Amanda Kelly Chief Executive Officer

PRINT NAME AND TITLE / AUTHORITY

Address: 86-90 Rowan Street, Wangaratta VIC 3676

Date 20th December 2023

I am authorised to sign this Agreement as the nominated employee representative

DocuSigned by:  
  
822215C0A8844B4...

SIGNATURE

Danielle Kline Regional Learning Coordin

PRINT NAME AND TITLE / AUTHORITY

Address: 86-90 Rowan Street, Wangaratta VIC 3676

Date 21st December 2023

I am authorised to sign this Agreement as a representative of employees covered by the Agreement

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE / AUTHORITY

Address:

Date