



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian Hospitals' Industrial Association
(AG2018/1556)

COMMUNITY HEALTH CENTRE (STAND ALONE SERVICES) SOCIAL AND COMMUNITY SERVICE EMPLOYEES MULTI ENTERPRISE AGREEMENT 2017

Health and welfare services

COMMISSIONER SAUNDERS

NEWCASTLE, 16 OCTOBER 2018

Application for approval of the Community Health Centre (Stand Alone Services) Social and Community Service Employees Multi Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Community Health Centre (Stand Alone Services) Social and Community Service Employees Multi Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Victorian Hospitals' Industrial Association. The Agreement is a multi-enterprise agreement.

[2] The Employer has provided written undertakings (the Undertakings). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

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

[6] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 October 2018. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/1556

Applicant:

Victorian Hospitals' Industrial Association on behalf of the Employers listed in Schedule A of the Agreement.

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

Each Employer listed in Appendix B gives the following undertakings in respect to the *Community Health Centre (Stand Alone Services) Social and Community Service Employees Multi Enterprise Agreement 2017* ("the Agreement"):

HOURS OF WORK AND RELATED MATTERS

1. Sleepover

- (a) An employee may refuse a sleepover when seven days' notice is given but only with reasonable cause.
- (b) A sleepover will be a continuous period of not less than 6 hours but not more than eight hours.
- (c) Where a sleepover is completed by an employee and no work is undertaken the sleepover allowance specified in Schedule B of the Agreement will apply. However, where a sleepover is completed by an employee and work is undertaken, the employee will be paid an allowance of \$45.45 and be paid for the time worked at the prescribed overtime rates (in accordance with clause 36.4 of the Agreement) for a minimum of one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate (in accordance with clause 36.4 of the Agreement) for the duration of the work.
- (d) An employer may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work. This payment is in addition to the payments outlined at (c) above.

2. Broken shift

- (a) A broken shift means a shift worked by an employee that includes one or more breaks (other than a meal break).
- (b) Where an employee works a broken shift, such employee will get paid the higher of:
 - (i) Payment for a broken shift in accordance with clause 34 (Penalty Rates for Shift Work), clause 35 (Saturday and Sunday Work), clause 36.4 (Overtime) and clause 51.5 (Public Holidays) of the Agreement; or

(ii) Payment for a broken shift in accordance with the below:

1. Payment for the broken shift will be at ordinary pay with shift penalty rates (in accordance with clause 34 of the Agreement) being determined by the finishing time of the broken shift hours that are ordinary hours and fall between Monday to Friday.
2. Payment for ordinary hours on a Saturday and/or Sunday will be paid in accordance with clause 35 of the Agreement.
3. Payment for ordinary hours on a Public Holiday will be paid in accordance with clause 51.5 of the Agreement. Saturday, Sunday and/or Shift Penalties do not apply on top of this payment.
4. Ordinary hours performed beyond a span of 12 hours for a broken shift will be paid at double time. Where such work is performed on a public holiday the ordinary hours will be paid at double time and a half. Saturday, Sunday, Shift and/or Public Holiday penalties do not apply on top of this payment.
5. Where the total hours of a broken shift worked by an employee exceed the maximum shift length of 10 hours, overtime will be payable (in accordance with clause 36.4 of the Agreement) for the hours in excess of 10. Provided that a minimum rate of double time will apply to the hours.
6. For the avoidance of doubt, when overtime hours apply to part of a broken shift, Shift Penalties are only applicable provided that the ordinary hours that do not attract an overtime penalty meet the definitions specified in clause 34 of the Agreement. Further, Shift Penalties are only payable for the hours that are deemed ordinary hours.

3. Excursions – overnight stays

- (a) The below clauses only apply where an employee agrees to supervise clients in excursion activities involving overnight stays from home (for example, a camp).
- (b) **Weekend Excursions**
- (i) Where an employee performs a Weekend Excursion, such employee will be paid in accordance with clause 32 (Sleepover and Sleep Away from Home Due to Work), clause 34 (Penalty Rates for Shift work), clause 35 (Saturday and Sunday Work), clause 36.4 (Overtime) and clause 51.5 (Public Holidays) of the Agreement.
 - (ii) Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

(c) Monday to Friday excursions

Where an Employee is engaged in an Excursion Monday to Friday, such Employee will get paid the higher of:

- (i)** Payment for an excursion in accordance with clause 32 (Sleepover and Sleep Away from Home Due to Work), clause 34 (Penalty Rates for Shift Work), clause 35 (Saturdays and Sunday Work), clause 36.4 (Overtime) and clause 51.5 (Public Holidays) of the Agreement; or
- (ii)** Payment for an excursion in accordance with the below:
 - 1. Payment will be made at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - 2. For hours worked beyond the maximum of 10 hours per day and outside 8.00am to 6.00pm between Monday to Friday only, overtime is applicable in accordance with clause 36.4 of the Agreement. Therefore, Shift Penalties in accordance with clause 34 of the Agreement do not apply.
 - 3. The employer and employee may agree to accrual of time instead of overtime payments.
 - 4. Payment of the sleepover allowance in accordance with clause 32 of the Agreement.

PENALTY RATES AND OVERTIME

4. Penalty rates for Shiftwork

For the purposes of clause 34.1.3 and 34.2.1(b) of the Agreement, a night shift will also include a shift that commences before 6.00am.

5. Overtime on a Sunday

For the purposes of clause 36.4, overtime work performed on a Sunday will be paid at a rate of double time.

6. Maximum Hours per shift

An employee can only work a maximum of 10 ordinary hours per shift, the hours in excess of 10 will be deemed overtime and be paid in accordance with clause 36.4 of the Agreement.

7. Time off in lieu of overtime

If, on termination of the employee's employment, time off in lieu in accordance with clause 36.5 of the Agreement has not been taken, 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.

8. Recall to work overtime

For the purposes of clause 37.1 of the Agreement, where an employee is recalled to duty and has to return to the workplace, the minimum payment will be two hours in accordance with the rates specified in clause 37.1 of the Agreement.

LEAVE AND PUBLIC HOLIDAYS

9. Personal/Carers Leave

Subclause 41.2.1, will operate subject to the National Employment Standards (NES), and employees will not receive less than what is prescribed by the NES.

10. Public holidays

If, on termination of the employee's employment, time off in lieu in accordance with clause 51.5.2 of the Agreement has not yet been taken, 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.

WAGES

12. The wage rate for Level 6, Pay Point 2 outlined in Schedule B of the Agreement for the FFPPOA 1 July 2017 should read \$1170.60.

13. Appendix A clarifies the minimum wage rates payable under Schedule B of the Agreement.

ALLOWANCES

11. For purposes of clause 25 of the Agreement, on the first full pay period on or after 1 July 2017, an employee will be paid the following meal allowances (as applicable to the circumstance):

After 1 hour of overtime	\$12.48
After 4 hours of overtime	\$12.48
After 5 hours on a Saturday	\$12.48
After 9 hours on a Saturday	\$12.48
After being recalled & working 2 hours work	\$12.48

INDIVIDUAL FLEXIBILITY ARRANGEMENT

For the avoidance of doubt, nothing in this undertaking limits the ability of an employee and employer from agreeing to an Individual Flexibility Arrangement.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

APPENDIX A

1. An employer must pay an employee no less than either:
 - (a) the minimum wage for the relevant classification in the Agreement, or
 - (b) the minimum wage in the Social and Community Services - Victoria - Award 2000 for the classification concerned.

whichever is higher.

The above payment shall be referred to as the '**Transitional Minimum Wage**'.

2. An employer must apply any increase in minimum wages by the Fair Work Commission to the Social and Community Services Sector employees in the Social, Community, Home Care and Disability Services Industry Award 2010 to the amounts in clause 1 (**except for the Agreement minimum wages already specified in Schedule A of the Agreement for the FFPPOA 1 July 2016 and FFPPOA 1 July 2017**).
3. In addition, to the Transitional Minimum Wage in clause 1:
 - (a) From the first full pay period on or after 1 July 2016 until the final pay period immediately before 1 July 2017, a payment equal to the difference between the Final Rate in clause 4.2 of Appendix A and the Transitional Minimum Wage in clause 1 of Appendix A, as increased from time to time, for the relevant classification in the Agreement, divided by nine then multiplied by five.
 - (b) From the first full pay period on or after 1 July 2017 until the final pay period immediately before 1 July 2018, a payment equal to the difference between the Final Rate in clause 4.2 of Appendix A and the Transitional Minimum Wage in clause 1 of Appendix A, as increased from time to time, for the relevant classification in the Agreement, divided by nine then multiplied by six.
 - (c) From the first full pay period on or after 1 July 2018 until the final pay period immediately before 1 July 2019, a payment equal to the difference between the Final Rate in clause 4.2 of Appendix A and the Transitional Minimum Wage in clause 1 of Appendix A, as increased from time to time, for the relevant classification in the Agreement, divided by nine then multiplied by seven.
 - (d) From the first full pay period on or after 1 July 2019 until the final pay period immediately before 1 July 2020, a payment equal to the difference between the Final Rate in clause 4.2 of Appendix A and the Transitional Minimum Wage in clause 1 of Appendix A, as increased from time to time, for the relevant classification in the Agreement, divided by nine then multiplied by eight.

4. Final Rates

- 4.1 The payments in clause 4.2 of Appendix A shall be referred to as the "Final Rate".
- 4.2 From the first full pay period on or after 1 July 2020, the employer must pay an employee:
 - (a) the applicable minimum wage in Schedule A of the Agreement (as adjusted), and

- (b) a Final Equal Remuneration Payment equal to the following percentage of the applicable minimum wage in Schedule A of the Agreement:

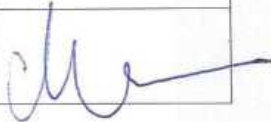
Classification in Schedule B of the Agreement	Final Equal Remuneration Payment Percentage
Social and community services employee level 2	23%
Social and community services employee level 3	26%
Social and community services employee level 4	32%
Social and community services employee level 5	37%
Social and community services employee level 6	40%
Social and community services employee level 7	42%
Social and community services employee level 8	45%


- 4.3 The Final Rate in clause 4.3 of this Appendix is equal to the following percentage of the minimum wage in Schedule A of the Agreement:


Classification in Schedules B of the Agreement	Final Rate Percentage
Social and community services employee level 2	123%
Social and community services employee level 3	126%
Social and community services employee level 4	132%
Social and community services employee level 5	137%
Social and community services employee level 6	140%
Social and community services employee level 7	142%
Social and community services employee level 8	145%

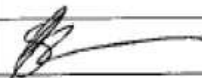
- 4.4 Appendix A must be read in conjunction with clause 20.2 of the Agreement.


APPENDIX B


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Michelle Dervan	Chief People and Culture Officer	IPC Health	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Simone Heald	Chief Executive Officer	Sunraysia Community Health Services	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Danielle Vitacca	Acting CEO	Link Health and Community Limited	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Sharon Buchanan	HR Manager	Central Bayside Community Health Services	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Peter Heading	Human Resources Manager	Nexus Primary Health	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Amie Reed	Manager, Human Resources	Merri Health	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Rebecca Lorains	Chief Executive Officer	Primary Care Connect	 25 SEP 2018


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Rebecca Millar	Manager People Learning and Culture	Nillumbik Community Health Services Pty Ltd trading as Carrington Health and healthAbility	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Dianne Couch	Interim CEO	Castlemaine District Community Health	 26.9.18


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Bradley Tarr	General Manager, Corporate Services	Northern District Community Health	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Phillip Ripper	CEO	Sunbury Community Health Centre Limited	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Jason King	Human Resources Manager	Star Health Group Limited	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
JANE FRANCES SEEBER	CHIEF OPERATING OFFICER	ACCESS HEALTH AND COMMUNITY	

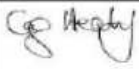
Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Robyn Reeves	Chief Executive Officer	Ballarat Community Health	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Karen Tavoraro	HR Manager	Your Community Health	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Demos Krouskos	CEO	North Richmond Community Health	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Ben Leigh	Chief Executive Officer	Latrobe Community Health Service	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Margaret McDonald	CEO	Cobaw Community Health Services Ltd.	

Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
CAZ HEALY	EXECUTIVE DIRECTOR, OPERATIONS	COHEALTH LTD	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Allan Dunn	Human Resources Officer	Gippsland Lakes Community Health	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
KIM SYKES	CHIEF EXECUTIVE OFFICER	BENDIGO COMMUNITY HEALTH SERVICES	



Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Kathy Day	General Manager People and Community Support	Grampians Community Health	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Sue Sestan	CEO	Inspiro CHS	

Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Rachel Rouch	General Manager People and Culture	Banyule Community Health	

Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Jennine Lane	General Manager People & Culture DPV Health	Neil Cowen Chief Executive Officer DPV Health	

Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
INSERT FULL NAME ANANDA MURPHY	INSERT POSITION CEO	INSERT EMPLOYER NAME CONNECT HEALTH + COMMUNITY	INSERT SIGNATURE 

Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Gavin Woolley	Manager, People & Culture	Gateway Health	
Leigh Rhode	CEO		

Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Karen Harris	Executive Director Adult + Aged Services	Bellarine Community Health Ltd.	

1. AGREEMENT TITLE

This Agreement shall be known as the *Community Health Centre (Stand Alone Services) Social and Community Service Employees Multi Enterprise Agreement 2017*.

2. ARRANGEMENT

This Agreement is arranged as follows:

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3. DEFINITIONS

- 3.1 Accrued day off** means the entitlement to a day off as accrued under **clause 31.7**.
- 3.2 Act** means the Fair Work Act 2009.
- 3.3 Agreement** means the Community Health Centre (Stand Alone Services) Social and Community Service Employees Multi Enterprise Agreement 2017.
- 3.4 Commission** means the Fair Work Commission or its successor.
- 3.5 Employee** means a Social Worker, Welfare Worker, Youth Worker and Community Development Worker employed by an Employer listed in Schedule A of the Agreement who is employed to undertake the roles and responsibilities of the classifications set out in the Schedule B.
- 3.6 Employer** means an organisation listed in **Schedule A**.
- 3.7 FFPPOA** means the first full pay period commencing on or after.
- 3.8 NES** means the National Employment Standards in Part 2-2 of the Act as amended from time to time.

- 3.9 SCHCADS Award** means the Social, Community, Home Care and Disability Services Industry Award 2010.
- 3.10 Union or ASU** means the Australian Services Union – Victoria & Tasmanian Branch.
- 3.11 Rostered day off** means the normal days off duty provided for in accordance with the rostering provisions contained **clause 31.3**.

4. PARTIES BOUND

This Agreement covers:

- 4.1** the Employers listed in **Schedule A** of this Agreement:
- 4.2** all Employees (as defined in **clause 3.5** who are employed by any of the Employers in any of the classifications set out in this Agreement; and
- 4.3** Australian Services Union – Victoria & Tasmanian Branch (ASU) if it is named by the Fair Work Commission as party covered by the Agreement.

5. RELATIONSHIP WITH AWARDS, PREVIOUS AGREEMENTS AND NATIONAL EMPLOYMENT STANDARDS

- 5.1** This is a comprehensive Agreement that operates to the exclusion of any award [including the *Social, Community, Home Care and Disability Services Industry Award 2010* and *(pre-modern) Social and Community Services - Victoria – Award 2000*], enterprise or certified agreement or other industrial instruments which may have previously applied to the employees covered by this Agreement.
- 5.2** The Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an Employees entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.

6. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 6.1** This Agreement comes into effect seven days from the date of approval from Fair Work Commission.
- 6.2** This Agreement shall nominally expire on 30 June 2020.
- 6.3** A copy of this Agreement shall be exhibited by each Employer in a place accessible to all Employees.
- 6.4** The Agreement shall continue to operate after the nominal expiry date in accordance with the provision of the *Fair Work Act 2009* (Cth).
- 6.5** The parties shall, three (3) months prior to the nominal expiry date of this Agreement, endeavour to commence negotiations for a replacement Agreement provided that any claim made by any party during this period is not to be supported by Industrial Action.

7. SAVINGS

Nothing in this Agreement shall affect a condition of employment which is superior to any term or condition pursuant to this Agreement which an Employee was entitled to immediately prior to this Agreement coming into effect unless expressly varied by this Agreement.

8. NO EXTRA CLAIMS

- 8.1** The Agreement is to be full and final settlement of all matters subject to claims by either party and for the life of the Agreement no further claims will be made or supported by the parties covered by the Agreement.
- 8.2** Subject to an Employer meeting obligations to consult arising under this Agreement, it is not the intent of this part of the Agreement to inhibit, limit or restrict an employer's right or ability to introduce change at the workplace.

9. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 9.1** The Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee.
- 9.2** The terms the Employer and the individual Employee may agree to vary the application of one or more of the following matter, are those concerning:
 - 9.2.1** arrangements for when work is performed;
 - 9.2.2** overtime rates;
 - 9.2.3** penalty rates;
 - 9.2.4** allowances; and
 - 9.2.5** leave loading.
- 9.3** The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- 9.4** The agreement between the Employer and the individual Employee must:
 - 9.4.1** be confined to a variation in the application of one or more of the terms listed in **clause 9.2**; and
 - 9.4.2** result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- 9.5** The agreement between the Employer and the individual Employee must also:
 - 9.5.1** be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;

- 9.5.2** state each term of **clause 9.2** that the Employer and the individual Employee have agreed to vary;
 - 9.5.3** detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - 9.5.4** detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - 9.5.5** state the date the agreement commences to operate.
- 9.6** The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
- 9.7** Except as provided in **clause 9.5.1**, the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 9.8** Where the Employer seeks to enter into an agreement, it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 9.9** The agreement may be terminated:
- 9.9.1** by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - 9.9.2** at any time, by written agreement between the employer and the individual employee.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

- 9.10** The notice provisions in **clause 9.9.1** only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with **clause 9.9**, subject to four weeks' notice of termination.
- 9.11** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Employer and an individual Employee contained in any other term of this Agreement.

10. FLEXIBLE WORK ARRANGEMENTS

- 10.1** The Fair Work Act 2009 entitles specified Employees to request flexible working arrangements in specified circumstances. The specified Employees are:
- 10.1.1** full time or part Employees with at least 12 months continuous service, and

10.1.2 long term casual Employees (as defined in section 12 of the Act) with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

10.2 Under section 65 of the Act, the specified circumstances are, the Employee:

10.2.1 Is the parent, or has responsibility for the care, of a child who is of school age or younger;

10.2.2 Is a carer within the meaning of the Carer Recognition Act 2010 caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;

10.2.3 Has a disability;

10.2.4 Is 55 or older;

10.2.5 Is experiencing violence from a member of the Employee's family; or

10.2.6 Provides care or support to a member of the Employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family;

10.3 Where a request for flexible work arrangements is made, the request by the Employee must be in writing, set out the change sought and the reasons for the change. Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.

10.4 A written response to the request must be provided within 21 days. However, an Employee or Employer is entitled to meet with the other party to discuss:

- The request;
- An alternative to the request; or
- Reasons for a refusal on reasonable business grounds (as described by section 65(5A) of the Act).

10.5 The dispute resolution procedure in the Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements under section 65 of the Act.

10.6 This clause is intended to reflect an employee's entitlement under section 65 of the Act at the time of making this Agreement. In the event of any change to section 65, the relevant amendments will be applied by the Employer.

11. ANTI-DISCRIMINATION

11.1 It is the intention of the parties covered by the Agreement to achieve the principal object in section 3(e) 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 orientation, gender identity, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

11.2 Accordingly, in fulfilling their obligations under the procedures in the Dispute Settling Procedures, the parties must make every endeavour to ensure their operations are not directly or indirectly discriminatory in their effects.

11.3 Nothing in this clause is to be taken to affect:

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

11.3.2 junior rates of pay; or

11.3.3 an Employee, Employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or

11.3.4 any exemptions provided under the *Fair Work Act 2009*.

12. OCCUPATIONAL HEALTH AND SAFETY

The parties recognise that occupational health and safety is an integral part of every work activity and the importance of effective consultation and co-operation between employers, employees and occupational health and safety representatives.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

13. DISPUTE SETTLEMENT

13.1 This dispute resolution procedure will apply to workplace grievances including but not limited to:

- this Agreement;
- the National Employment Standards;
- Disciplinary action; or
- A request for flexible working arrangements.

13.2 Right of representation

A party to the dispute may appoint another person, organisation or association (including a Union or employer organisation) to accompany or represent them in relation to the dispute at any time. A representative, including a Union or Employer representative, may initiate the dispute. The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

13.3 Internal process

The parties will attempt to resolve the matter at the workplace as follows:

13.3.1 In the first instance, by discussions between the Employee/s and the relevant supervisor; and

13.3.2 If the dispute is still unresolved, by discussions between the Employee/s and more senior levels of local management.

The above steps shall take place within fourteen calendar days or such longer period as is reasonable in the circumstances or mutually agreed.

13.4 Referral to the Commission

If a dispute is unable to be resolved at the workplace, the dispute may be referred to the FWC for conciliation by a party to the dispute or representative and, where the matter in dispute remains unresolved, arbitration.

The decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

13.5 Work to Continue in accordance with Custom and Practice

While the dispute resolution procedure is being conducted work shall continue normally according to the custom or practice existing before the dispute arose until the dispute is resolved. No party shall be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.

13.6 Dispute Settlement Facilitation

Where the chosen representative is another Employee of the Employer, that Employee shall be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:

13.6.1 Investigating the circumstances of the dispute; and

13.6.2 Participating in the processes to resolve the dispute, including conciliation and arbitration.

13.7 Disputes of a Collective Character

It is agreed that disputes of a collective character may be dealt with more expeditiously by an early reference to the FWC. However, no dispute of a collective character may be referred to the FWC directly without a genuine attempt to resolve the dispute at the workplace level as required by this clause.

14. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

14.1 Consultation regarding major workplace change

Where an Employer proposes a major change that may result in the termination of the employment of an Employee or Employees or other significant effect, the Employer will consult with affected Employee/s, the Union covered by this agreement and, where relevant, the Employee's nominated representative. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

14.2 Definitions

Under this Agreement:

14.2.1 Consultation refers to a genuine opportunity to influence the decision maker, but not joint decision making.

14.2.2 Significant effect includes but is not limited to:

- (a) Termination of employment as a result of the change;
- (b) Reduction of hours of work and/or reduction in remuneration;
- (c) Changes to an Employee's classification or substantial duties (which includes restructuring of jobs) or outsourcing;
- (d) The need for retraining or relocation / redeployment to another site (where flexibility of work locations is not provided for in the employee's contract of employment);
- (e) Major changes in the composition or operation the Employer's workforce or in the skills required including where this arises because of changes to the legal structure of the employer; or
- (f) The elimination or diminution of job opportunities, promotion opportunities or job tenure, including as a result of technology changes.

14.2.3 Measures to mitigate or avert the adverse effect of change may include but are not limited to:

- (a) Redeployment where it is reasonable in the circumstances to do so;
- (b) Retraining of an Employee or Employees;
- (c) Salary maintenance;
- (d) Job sharing; and
- (e) Maintenance of accruals.

14.3 Change Impact Statement to set out proposed workplace change

To facilitate consultation, the Employer shall provide affected Employee/s and the Union covered by this Agreement with a written Change Impact Statement setting out all relevant information about the proposed workplace change including:

- The details of proposed change;
- The reasons for the proposed change;
- The possible effect on Employees of the proposed change;
- Measures the Employer is considering that may mitigate or avert the effects of the proposed change; and
- The right of an affected Employee to have a representative including a Union representative.

14.4 Meeting

As part of the consultation process, the Employer will meet with the affected Employee/s and if requested the Union covered by this Agreement and any other nominated representative to discuss the proposed change and any proposals to mitigate or avert the effects of the proposed change.

14.5 Amendment to proposal

The Employer will give prompt and genuine consideration to matters arising from consultation and will advise the affected Employees and if requested the Union covered by this Agreement and any other nominated representative in writing of the outcome of consultation including:

- 14.5.1** whether the Employer intends to proceed with the change proposal;
- 14.5.2** any amendment to the change proposal arising from consultation;
- 14.5.3** details of any measures to mitigate or avert the effect of the changes on affected Employees; and
- 14.5.4** a summary of how matters that have been raised by Employees and their nominated representative (if any) have been taken into account.

14.6 Parental leave or other absence

For the avoidance of doubt, the obligation to consult under this clause includes those who are absent on leave including parental leave.

14.7 Disclosure of confidential information

Nothing in this clause requires an employer to disclose confidential information that would be contrary to the Employer's interests.

14.8 Consultation about changes to rosters or hours of work

- 14.8.1** Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their nominated representatives (if any) about the proposed change.
- 14.8.2** The Employer must:
 - (a)** provide to the Employee or Employees affected and their nominated representatives (if any) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (b)** invite the Employee or Employees affected and their nominated representatives (if any), to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

- (c) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their nominated representatives (if any).

14.8.3 The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

14.8.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

PART 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

15. TYPES OF EMPLOYMENT

15.1 Employment Categories

15.1.1 Employees under this agreement will be employed in one of the following categories:

- (a) Full-time employment;
- (b) Part-time employment; or
- (c) Casual employment.

15.1.2 At the time of engagement, an Employer shall provide each employee with written advice of the terms of their employment which specifies the following:

- (a) whether they are full-time, part-time or casual;
- (b) an outline of the duties of the position;
- (c) the hours and days of work;
- (d) the classification and rate of pay of the position; and
- (e) any other relevant details attaching to the employment arrangement.

15.1.3 An Employer may direct an Employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the respective classification.

15.1.4 The use of a probationary period of employment (however described) will be limited to the initial appointment of a new employee. Where an existing Employee is permanently transferred or redeployed to a new position they shall not be subject to a probationary period in that new position.

15.1.5 No person will be employed on a contract that limits their employment to a specified period in situations where that person could properly be engaged on an ongoing basis. Examples of situations of true fixed term employment include special projects, maternity leave and long service leave relief.

15.2 Full-time employment

A full-time Employee shall mean an employee who is engaged to work 38 hours of ordinary time per week or an average of 38 hour per week in accordance with the provisions of **clause 31.1 - Hours of work**.

15.3 Part-time employment

15.3.1 A part-time Employee shall mean an employee who is engaged to work regular ordinary hours of less than 38 hours per week or less than an average of 38 hours per week.

15.3.2 The terms of this agreement will apply to part-time Employees on a pro-rata basis on the basis that the ordinary weekly hours for full-time Employees are 38 hours.

15.3.3 Except where otherwise agreed, part-time Employees will have fixed days of work. Any agreed variation to the regular pattern of work will be recorded in writing.

15.3.4 Additional Hours

- (a) A part-time Employee may be offered additional hours at ordinary rates within the limits prescribed by this Agreement. An Employee will be informed that the hours are offered on the basis that they will be paid at ordinary rates of pay.
- (b) A part time Employee is entitled to decline an offer of additional ordinary hours.
- (c) Where a part-time Employee agrees to an offer of additional ordinary hours, an employee is entitled to ordinary pay for the additional hours agreed.
- (d) Where a part-time Employee declines an offer to work additional ordinary hours, an Employer may direct the employee to work those hours as reasonable overtime in accordance with **clause 36** (Overtime). Such hours will be paid at the rates prescribed by **clause 36**.
- (e) For the avoidance of doubt, where an employee is required to work hours beyond their rostered shift length/ordinary hours of work on a day they have already commenced work, overtime is applicable in accordance with **clause 36** (Overtime).

15.4 Casual employment

15.4.1 A casual Employee means an employee who is engaged intermittently for work of an unexpected or casual nature and does not include an employee who could properly be engaged as a full-time or part-time employee.

15.4.2 A casual Employee shall be engaged for a minimum of three consecutive hours each shift.

15.4.3 A casual Employee shall be paid for such hours worked at a rate equal of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of

25% for ordinary working hours without entitlement to personal leave or annual leave in accordance with the provisions of **clauses 39 and 41**.

15.4.4 Casual conversion

- (a)** For the purposes of this clause, a casual Employee is only someone who works in the same role, for the same hours and at the same work location.
- (b)** Where a casual Employee has been rostered on a regular and systematic basis over 26 weeks and provided that the rostering pattern is not replacing an employee on an absence (including but not limited to parental leave, long service leave, workers compensation leave and personal/carer's leave) or flexible working arrangement, either the Employer or Employee has the right to request in writing the conversion to full-time or part-time employment and that request will not be unreasonably refused by either party.
- (c)** For the avoidance of doubt, this clause is not intended to cover work that could not be properly classified as full-time or part-time or work of a fixed term nature.
- (d)** Where a casual is converted to full-time or part-time employment the following applies:
 - (i)** Time worked as a regular and systematic casual Employee will be counted as part of the employee's continuous service.
 - (ii)** Benefits relating to full-time or part-time employment will only commence at the time of appointment to full-time or part-time employment.

15.5 Additional Appointments

- 15.5.1** An Employee may be engaged by an Employer in two or more roles under this Agreement.
- 15.5.2** An Employer and Employee should ensure that such appointments are entered to on the basis that the roles are demonstrably separate and distinct from each other.
- 15.5.3** An employee engaged in two or more roles shall be paid at the relevant classification rate for the actual hours worked in each role. Advice will be provided to the Employee by the Employer, clearly delineating the breakdown of time to be worked in each role, classification and pay rate for each role and confirming the nature of the appointment.
- 15.5.4** Where applicable, relevant entitlements will be calculated on the actual hours worked at the relevant base rate for each role and any accruals will be separate and distinct from each other.
- 15.5.5** Any hours worked by an Employee under all roles must be reasonable in accordance with section 62 of the FW Act.
- 15.5.6** For the avoidance of doubt, an Employee and Employer must not enter into such arrangement so as to avoid any obligation under this Agreement.

15.5.7 Nothing in this clause obliges an Employer to engage an Employee in additional appointments.

15.6 Parental Leave replacement

15.6.1 Where an Employee is engaged or seconded as a parental leave replacement, the Employer will advise the employee in writing:

- (a) That the position is a parental leave replacement position;
- (b) That the incumbent is entitled to return to that position;
- (c) In the case of a secondment, that the Employee will return to their substantive role at the conclusion of the secondment; and
- (d) How the appointment or secondment may end, including upon the return of the incumbent, upon the expiration of a fixed term, upon the giving of notice or any combination of these things.
- (e) The expected timeframe of engagement; with a commitment to communicate changes to the anticipated timeframe four weeks before the change.

15.6.2 For the avoidance of doubt, a parental leave Employee may be engaged on a basis that the engagement ends upon the sooner of the giving of notice or the end of a specified term.

16. COMMITMENT BY EMPLOYEES – MEASURES TO IMPROVE SERVICE DELIVERY

The improved wages and conditions contained in this Agreement are provided on the basis that employees will cooperate in service activities aimed at improved service delivery and which deal with such matters as:

Extension of evaluation regimes currently focussed on community health programs to all programs;

Development and implementation of service standards for all applicable areas;

Re-orientation of relevant services to improve partnerships between Community Health and the acute sector with a focus on ambulatory care.

17. TRANSITION TO RETIREMENT

17.1 Employees aged 55 or over, who have indicated their intention to retire within the next five years from their employer may participate in a retirement transition arrangement.

17.2 Transition to retirement arrangements may be proposed and, where agreed, implemented as:

17.2.1 A flexible working arrangement **Clause 10**;

17.2.2 An individual flexibility agreement **Clause 9**;

17.2.3 In writing between the parties; or

17.2.4 Any combination of the above.

17.3 A transition to retirement arrangement may include but is not limited to:

17.3.1 A Reduction of working hours, i.e. part time employment;

17.3.2 A Job share arrangement;

17.3.3 Working in a position at a lower status or rate of pay (which may include project based work, a secondment or a training/mentoring role); or

17.3.4 Working remotely.

17.4 In addition to the above, an Employee and their Manager may agree that an employee who wishes to transition to retirement can use accrued Long Service Leave and Annual Leave for the purpose of reducing their working week but retaining their previous employment status.

17.5 Purchased Leave may also be available to assist an Employee to transition to retirement in accordance with **clause 40** (Purchased Leave).

18. TERMINATION OF EMPLOYMENT

18.1 Notice of termination by employer

18.1.1 In order to terminate the employment of an Employee, four weeks' written notice shall be given by the Employer.

18.1.2 In addition to the notice in **18.1.1**, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

18.1.3 Payment in lieu of the prescribed notice in **18.1.1** and **18.1.2** must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

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

(a) the employee's ordinary hours of work (even if not standard hours); and

(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

(c) any other amounts payable under the Employee's contract of employment.

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

(a) in the case of dismissal for serious misconduct;

- (b) to Employees engaged for a specific period of time or for a specific task or tasks;
- (c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (d) to casual Employees.

18.1.6 Continuous service is defined in **clause 45** - Long Service Leave.

18.2 Notice of termination by an employee

18.2.1 The notice of termination required to be given by an Employee is the same as that required of an Employer, save and except that there is no requirement on the employee to give additional notice based on the age of the Employee concerned.

18.2.2 If an employee fails to give the notice specified in **18.1.1** the employer may withhold monies due to the employee on termination under this Agreement and the NES, an amount not exceeding the amount the employee would have been paid under **18.1.4**, less any period of notice actually given by the employee

18.3 Job search entitlement

Where an employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

18.4 Transmission of business

Where a business is transmitted from one Employer to another, as set out in **clause 19** Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an Employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

19. REDUNDANCY

19.1 NES

Redundancy entitlements are prescribed by the NES.

19.2 Consultation

Where an Employee's employment may be terminated as a result of redundancy, the provisions of **clause 19** (Consultation Regarding Major Workplace Change) apply. This clause requires that an Employer consult regarding a proposed change that may have a significant effect, and to consider measures that may mitigate or avert the impact of the change including but not limited to:

- Retraining of an Employee or Employees;
- Salary maintenance;

- Job sharing; and
- Maintenance of accruals.

19.3 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing. Nothing in this clause shall limit the right of an Employee to claim redundancy pay under sub-clause **18.4** on the basis that the role to which the Employee has been transferred is not acceptable employment consistent with the Act.

19.4 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

19.5 Job search entitlement

19.5.1 An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

19.5.2 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 must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

19.6 Effect of this provision

The entitlements contained at **19.4** and **19.8** of this clause operate in accordance with s. 55 of the Act.

19.7 Redundancy under the NES

19.7.1 An Employee whose employment is terminated either:

- (a) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour, or
- (b) because of insolvency or bankruptcy of the Employer,

is entitled to redundancy pay unless excluded by the NES as follows:

	Employee's continuous service with the Employer	Redundancy pay
1	At least 1 year but less than 2 years	4 weeks

2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years	16 weeks

19.8 Exclusions and variations

Nothing in this clause shall affect any right to apply, exclusion, right or limit contained in the NES concerning redundancy provided at sections 120 to 123 of the Act.

19.9 Alternatives to redundancy

19.9.1 Before termination of employment due to redundancy occurs, the Employer shall give genuine consideration to alternatives including:

- (a) Whether the change can be achieved through an alternative means such as natural attrition, leave, voluntary reduction of hours / job sharing or voluntary departure; and
- (b) Whether it would be reasonable in all the circumstances to redeploy affected Employee/s.

19.9.2 In considering whether it would be reasonable in all the circumstances to redeploy the affected Employee, the Employer shall:

- (a) Identify existing vacancies and consider whether it may be reasonable to redeploy the Employee to a vacant role; and
- (b) Advise the Employee in writing, identifying whether there are, in its view, any roles into which the Employee may reasonably be redeployed.

19.9.3 The Employee may:

- (a) Require the Employer to disclose all the vacancies regardless of whether the Employer believes it would be reasonable to redeploy the Employee to those role/s; and / or
- (b) Meet the Employer to discuss whether it would be reasonable to redeploy the Employee to any of the vacant positions.

19.9.4 Nothing in **clause 19.9** shall prevent either party from disputing whether it would be reasonable in all the circumstances to redeploy the Employee.

19.9.5 Where an Employee facing redundancy expresses an interest in a vacant position, the Employee will be interviewed by the Employer for that position where the Employee has or could reasonably have the skills to perform the vacant position.

PART 4- WAGES AND RELATED MATTERS

20. WAGES

20.1 The wage rates payable under this Agreement will be payable in accordance with Schedule B.

20.2 Subclause 20.2 below only applies to existing Employees employed prior to the commencement of this Agreement

Where an existing Employee is paid a wage rate that is payable under the Community Health Centre (Stand Alone Services) Social and Community Service Employees Multi Enterprise Agreement 2013 – 2015 (**Previous Agreement**) and that wage rate is higher than wage rate payable in accordance with Schedule B of this Agreement, the wage rate payable under the Previous Agreement will be maintained until the wage rate under this Agreement is greater.

20.3 Trainees

Rates of pay shall be in accordance with the Trainee Training Wage Schedule within the Miscellaneous Award 2010. Conditions and allowances shall be in accordance with this Agreement.

21. SALARY PACKAGING

21.1 By agreement with an employee, the current rate of pay specified in this Agreement may be salary packaged.

21.2 The Employee shall compensate the Employer from within their base remuneration, for any Fringe Benefits Tax incurred as a consequence of any salary packaging arrangement 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.

21.3 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 met 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.

21.4 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 and/or in-house service (as applicable) as varied from time to time.

21.5 The parties recommend 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.

22. SUPERANNUATION

22.1 The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause is ancillary to and supplements those provisions.

22.2 The Employer shall make superannuation contributions to the Fund. 'The Fund' for the purpose of this Agreement shall mean:

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

22.2.2 Health Super (a division of First State Superannuation Scheme), or

22.2.3 Any other complying fund upon request and with the consent of the Employer.

22.3 Upon commencement of employment, the Employer shall provide each Employee with membership forms for the funds at **22.2.1** and **22.2.2** 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 Health Super.

22.4 Absence from work

22.4.1 Paid leave

Subject to the rules of the relevant superannuation fund of which the employee is a member, superannuation contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, paid parental leave, long service leave, public holidays, jury service, personal/carers leave and compassionate leave.

22.4.2 Unpaid leave

Superannuation contributions shall not be required to be made in respect of any absence from work without pay.

22.4.3 Work related injury and illness

Subject to the rules of the relevant superannuation fund of which the employee is a member, superannuation contributions shall continue whilst a member of the fund is absent due to a work related injury or illness provided that the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and the employee is receiving accident make-up pay in accordance with the Accident Make-Up Pay **clause 30**.

23. PAYMENT OF WAGES

23.1 Frequency and method of payment

23.1.1 Wages shall be paid fortnightly by electronic funds transfer into the bank or financial institution account nominated by the employee or other method determined by mutual agreement.

23.1.2 Wages shall be paid on a week day being not more than five days following the end of the pay period.

23.2 Final pay

23.2.1 Termination of employment

(a) Where an Employer terminates an employee and the Employee is not required by the Employer to work the relevant notice period (or part of the notice period) prescribed by **clause 18**, unless otherwise agreed:

(i) an Employee will be paid the required notice period (or part of the notice period) on the date of termination of employment.

(ii) any other entitlements, due to the Employee, will be paid to the Employee in the next scheduled pay day following the date of termination of employment.

(b) In all other instances (including resignation by an Employee), unless otherwise agreed, any entitlements due to an Employee, will be paid in the next scheduled pay day following the date of termination of employment.

23.2.2 Death of an employee

Upon appropriate notification, any entitlements due to a deceased Employee are payable to the person who has the legal right to administer the estate/affairs of the deceased Employee.

23.3 Deductions

23.3.1 The following provisions within the Agreement deal with deductions from an Employee's pay:

Clause 18.2.2

Clause 40

Clause 45.6.4

23.3.2 All other deductions must only be made if such deduction is a permitted deduction under section 324 of the FW Act.

23.4 Payslips

The Employer will provide an employee with a pay slip in accordance with section 536 of the FW Act.

24. 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 not less than the minimum rate prescribed for the classification applying to the Employee so relieved.

25. MEAL ALLOWANCE

- 25.1** An Employee required to work more than one hour after their ordinary finishing time shall be paid an allowance as set out in **Schedule C** and where such overtime work exceeds four hours, a further allowance as set out in **Schedule C** shall be paid.
- 25.2** When an Employee is required to work more than five hours overtime on a Saturday or a Sunday or more than five hours on a rostered day off the Employee shall be paid an amount as set out in **Schedule C** and a further amount as set out in **Schedule C** when the Employee is required to work more than nine hours on such a day.
- 25.3** When an Employee is recalled to duty outside of usual working hours for a period in excess of two hours the Employee shall be paid a meal allowance as set out in **Schedule C**.
- 25.4** The provisions of this clause shall not apply where the Employee is provided with a suitable meal.

26. ON-CALL ALLOWANCE

- 26.1** An Employee required by the employer to be on call (ie. available to be recalled for duty) shall be paid an allowance as set out in **Schedule C** in respect to any 24 hour period or part thereof during which the employee is on-call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.
- 26.2** The allowance shall be an amount as set out in **Schedule C** in respect of any other 24 hour period (Saturday or Sunday) or part thereof or any public holiday or part thereof.

27. TELEPHONE ALLOWANCE

Where an Employer requires an Employee to install and/or maintain a telephone for the purpose of being placed on on-call, (as defined in **clause 26** - On-call allowance) by the Employer, the Employer shall reimburse the installation costs and subsequent regular rental charges on production of receipted accounts.

28. TRAVELLING, TRANSPORT AND FARES

- 28.1** Should an Employee be required to use their own vehicle on the Employer's business, the employee is to receive a vehicle allowance corresponding with the table as set out in **Schedule C**.
- 28.2** An Employee required to travel by other means in connection with their work shall be reimbursed all reasonable travelling expenses incurred.

- 28.3** Where an Employee is recalled to work during an off duty period the employee shall be reimbursed fares, or, if using their own vehicle to travel between their home and place of work, shall receive a travelling allowance as set out in **Schedule C**.
- 28.4** Where an Employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the employee in a position of possible personal risk, the employer shall provide suitable transport or shall authorise the employee to use their own vehicle. This clause shall include, where applicable, the Employee's travelling between the Employee's home and place of work.
- 28.5** An Employee required to stay away from home overnight shall be reimbursed the cost of board, lodging and casual meals. Reasonable proof of costs so incurred is to be provided to the Employer by the Employee.

29. UNIFORMS AND PROTECTIVE CLOTHING ALLOWANCE

Where it is necessary that an Employee wear a uniform or protective clothing on duty, the Employer must reimburse the Employee for the cost of purchasing, laundering and maintenance of such clothing. The provisions of this clause do not apply where the clothing is supplied to the Employee and laundered at the Employer's expense.

30. ACCIDENT MAKE-UP PAY

- 30.1** The conditions under which an Employee shall qualify for accident make-up pay are as follows:
- 30.1.1** The Employer shall pay an Employee accident make-up pay where the Employee receives an injury for which weekly payment of compensation is payable by or on behalf of the employer pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 (said Act) as amended from time to time.
 - 30.1.2** Accident make-up payment means a payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said Act and the employee's appropriate agreement rate.
 - 30.1.3** The maximum period or aggregate periods of accident make-up pay for which the Employer is liable under this clause is 39 weeks for any one injury.
 - 30.1.4** The liability of the Employer to pay make-up pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the said Act, and the termination of the Employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.
 - 30.1.5** In the event that the employee receives a lump sum in redemption of payments under the Act, the liability of the employer to pay accident make-up pay shall cease from the date of such redemption.

PART 5 – HOURS OF WORK AND RELATED MATTERS

31. ORDINARY HOURS OF WORK AND ROSTERING

31.1 Ordinary Hours of Work

31.1.1 The hours for an ordinary week's work shall be 38 or an average of 38 hours per week and will be worked either:

- (a) in a week of five days in shifts not exceeding eight hours each; or
- (b) in a fortnight of 76 hours in ten shifts not exceeding eight hours each; or
- (c) in a four week period of 152 hours to be worked as nineteen shifts each of eight hours, subject to practicability; or

31.1.2 by mutual agreement:

- (a) in a week of four days in shifts not exceeding ten hours; or
- (b) in a fortnight of 76 hours in eight shifts not exceeding ten hours each; or

31.1.3 Any other mutually agreed method, provided that the length of any ordinary shift shall not exceed ten hours and for youth workers shall not exceed twelve hours.

31.1.4 Subject to the provisions of this clause, 80 hours may be worked in any two consecutive weeks but not more than 48 ordinary hours may be worked in any of such weeks. Additionally, in the case where a full-time employee is working not more than eight ordinary hours on each shift, 152 hours within a work cycle not exceeding twenty-eight consecutive days, the employee will be required to work no more than 80 ordinary hours per fortnight.

31.1.5 The particular hours of work arrangement for each Employee shall be recorded in writing in the wage record or on a document to be kept with the wage record, with a notation that the arrangement has either been stipulated under **clause 31.1.1** hereof or agreed to under **clause 31.1.2 or 31.1.3**. Where the hours have been set by agreement, the notation should be signed by the Employee.

31.1.6 Employees whose hours of work are fixed in accordance with **clause 31.1.1** hereof shall be entitled to overtime for all time worked in excess of the hours of work fixed for each day. Employees employed under **clause 31.1.2 or 31.1.3** hereof shall be entitled to be paid overtime on the basis of the particular arrangement of work that has been agreed. The particular overtime arrangement will be recorded in the wage record.

31.1.7 Nothing in this clause prevents a part-time Employee from agreeing to an offer of additional ordinary hours in accordance with **clause 15.3.4**.

31.2 Span of Hours

31.2.1 Day Worker

The ordinary hours work for a day worker will be worked between 6.00am and 6.00pm Monday – Sunday.

31.2.2 Shiftworker

A shiftworker is an Employee who works shifts in accordance with **clause 34** – penalty rates for shift work.

31.3 Rostered Day Off

Every Employee will be entitled to two consecutive rostered days off duty each week, unless varied by mutual agreement.

31.4 Rest breaks between rostered work

31.4.1 An Employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another;

31.4.2 Notwithstanding the provisions of sub **clause 31.4.1** by agreement between the Employee and the Employer, the break between:

- (a) The end of a shift and the commencement of a shift contiguous with the start of a sleepover; or
- (b) A shift commencing after the end of a shift contiguous with a sleepover

may not be less than eight hours.

31.5 Rosters

31.5.1 Where applicable, the ordinary hours of work for each Employee will be displayed on a roster in a place conveniently accessible to Employees, at least seven days before the commencement of the day on which the roster commences.

31.5.2 Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email or facsimile.

31.5.3 It is not obligatory for the Employer to display any roster of the ordinary hours or work of casual or relieving staff.

31.5.4 A roster may be altered by agreement between the parties to enable the service of the organisation to be carried on in an emergency, or when another Employee is absent from duty.

31.6 Night shift

An Employee changing from night duty to day duty or from day duty to night duty will be free from duty during the twenty hours immediately preceding the commencement of the changed duty.

31.7 Accrued days off - eight hour shift Employees

31.7.1 A full-time Employee who is engaged to work as a shiftworker will be entitled to five accrued days off in each twenty week period, which will be nominated by the Employer, in accordance with the rostering provisions of this clause.

31.7.2 By mutual agreement between the Employer and the Employee, a full-time Employee may work an average of 38 ordinary hours per week in a manner other than with an accrued day off, by either:

- (a) having one shift in each week of less than eight ordinary hours; or
- (b) having one shift in each two week period of less than eight hours duration.

31.7.3 The day or days on which the shorter shifts will be worked will be as mutually agreed between the Employer and the Employee.

31.7.4 Where either the Employee or Employer believes that the methods of working a 38 hour week contained in **clause 31.7.2** hereof are of benefit, but is unable to reach agreement with the other party, the matter will be dealt with in accordance with **clause 13** – Dispute Settlement of this Agreement to avoid industrial disputation.

31.7.5 Deferment

- (a) By mutual agreement a full-time Employee and Employer may defer an accrued day off for a period of up to six months.
- (b) No more than five accrued days off may be deferred at any given time.
- (c) Deferred accrued days off may be taken as single days or as a block in any manner mutually agreed.

31.7.6 Work on an accrued day off

An Employee required to work on a day otherwise nominated as an accrued day off and which is not substituted in accordance with **clause 31.7.5**, will be paid for work in accordance with the overtime provisions of this Agreement.

31.8 Twelve hour shifts

31.8.1 Any arrangement of ordinary working hours that are to exceed ten hours on any shift will be subject to agreement between the Employer and the majority of Employees affected by the shift length in excess of ten hours.

31.8.2 Except in cases of emergency, at least one week's notice will be given to an Employee going on night duty.

32. SLEEPOVER & SLEEP AWAY FROM HOME DUE TO WORK

32.1 Where an Employee is required to sleepover on the Employer's premises, for a period outside that of the Employee's normal ordinary hours of duty the Employee shall be entitled to a sleepover allowance as set out in **Schedule C**.

- 32.2** This allowance shall be deemed to provide compensation for the sleepover and also to include compensation for all work necessarily undertaken by an Employee up to a total of one hour's duration.
- 32.3** Any work necessarily performed by the Employee in excess of one hour during their sleepover shall attract the appropriate overtime payment as specified in **clause 36** - Overtime.
- 32.4** Where an employee is required by the Employer to sleep away from home due to work requirements as specified in **clause 32.1**, in addition to the allowance provided for in **clause 32.1**, the employer shall:
- 32.4.1** Reimburse to the employee the costs of single, private sleeping, bathroom and meal accommodation; costs of the purchase of linen, cutlery, crockery and blankets and the costs of regular laundering and/or maintenance of such items.
- 32.4.2** The provision of **clause 32.4.1** shall not apply where the items are provided and maintained by the Employer.

33. BREAKS

33.1 Meal breaks

- 33.1.1** An Employee shall not be required to work more than five hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes. Such meal interval shall not be counted as time worked, and the Employee shall be free of all duty during such interval.
- 33.1.2** When an Employee is interrupted during a meal break by a call to duty, the extent of the interruption will be counted as time worked and the employee will be allowed to continue the meal break as soon as practicable. If it is impracticable for the employee to complete the meal break during the remainder of the ordinary working hours, the employee will receive the appropriate overtime pay for the time worked.
- 33.1.3** Notwithstanding the provisions of **clause 33.1.1**, where an Employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or client programme, the Employee will be paid for the duration of the meal period at the ordinary rate of pay, including shift penalty.

33.2 Rest Periods

There will be at least one tea break of not less than ten minutes per shift of four hours or longer and this break will be counted as time worked.

34. PENALTY RATES FOR SHIFT WORK

34.1 Definitions

For the purposes of this clause:

- 34.1.1 Shift worker** means an Employee who is required to work all or part of their ordinary hours of work outside the spread of hours of 6.00 am – 6.00pm.

34.1.2 Afternoon shift means a shift of any number of hours which finishes at or after 7.00 pm and before 12 midnight.

34.1.3 Night Shift means a shift which finishes after midnight.

34.1.4 Day shift means a shift that commences earlier than 12.00 noon and finished at or before 7.00 pm.

34.2 Shift penalty - Monday to Friday

34.2.1 An Employee working on:

- (a) an afternoon shift from Monday to Friday inclusive, will be paid an allowance calculated at the rate of 12.5% of actual hours worked in addition to the ordinary rate;
- (b) a night shift from Monday to Friday inclusive, will be paid an allowance calculated at the rate of 15% of actual hours worked in addition to the ordinary rates.

34.2.2 The additional payments prescribed in **clause 34.2.1** hereof will form part of the employee's ordinary pay for the purposes of this Agreement.

35. SATURDAYS AND SUNDAY WORK

An Employee, who is required to perform hours of ordinary duty on:

35.1 A Saturday shall be paid 50% more for each hour of ordinary duty;

35.2 A Sunday shall be paid 100% more for each hour of ordinary duty.

36. OVERTIME

36.1 Subject to **clause 36.2** an Employer may require an Employee to work reasonable overtime at overtime rates.

36.2 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:

36.2.1 any risk to employee health and safety from working the additional hours;

36.2.2 the Employee's personal circumstances, including family responsibilities;

36.2.3 the needs of the workplace in which the Employee is employed;

36.2.4 whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

36.2.5 any notice given by the Employer of any request or requirement to work the additional hours;

36.2.6 any notice given by the Employee of his or her intention to refuse to work the additional hours

36.2.7 the usual patterns of work in the industry, or the part of an industry, in which the Employee works;

36.2.8 the nature of the Employee's role, and the employee's level of responsibility;

36.2.9 whether the additional hours are in accordance with averaging terms included under the Agreement that applies to the Employee,

36.2.10 any other relevant matter.

36.3 Only authorised overtime shall be worked.

36.4 The following overtime rates shall be paid for all work done:

Hours	Rate of overtime
Hours in excess of the full-time ordinary hours described at clause 31.1 (Hours of Work).	Time and a half for the first two hours and double time thereafter. When the hours are outside a spread of twelve hours from the time of commencing work - double time. When the hours are outside a spread of twelve hours from commencement of the last previous period of ordinary duty - double time.
Hours in addition to the Employee's rostered shift length/ordinary hours in accordance with subclause 15.3.4(e) .	Time and a half for the first two hours and double time thereafter. When the hours are outside a spread of twelve hours from the time of commencing work - double time.
Hours where a part-time Employee is directed to work additional hours but excluding an offer of additional ordinary hours as described at subclause 15.3.4(c) .	Time and a half for the first two hours and double time thereafter. When the hours are outside a spread of twelve hours from commencement of the last previous period of ordinary duty - double time.
In the case of a broken shift only – hours outside a spread of nine hours from the time of commencing work by an employee required to work broken shifts.	Time and a half.

36.5 By agreement with the Employer an Employee may take the proportionate time off in lieu of payment of such overtime at the appropriate overtime rates as specified in **clause 36.4**.

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

36.7 Rest period after overtime

36.7.1 An Employee, other than a casual, who works so much overtime between the termination of their last previous hours of ordinary duty and the commencement of their next succeeding period of ordinary hours that they would not have at least ten consecutive hours off duty between those times, shall, subject to this **clause 36.7**, be released after the completion of such overtime worked until the Employee has had ten consecutive hours off duty without loss of pay for the ordinary hours occurring during such absences.

36.7.2 An employee who does not receive at least ten consecutive hours off duty between the termination of their last previous hours of ordinary duty and the commencement of their next succeeding-hours of ordinary duty shall also be subject to the provisions of this sub clause.

37. RE-CALL TO WORK OVERTIME

37.1 In the event of an Employee who is on-call being recalled to duty for any period during an off duty period such Employee shall be paid from the time of receiving recall until the time of finishing such recall duty with a minimum of one hour's payment for such recall at the following rates:

37.1.1 Within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and a half;

37.1.2 Outside a spread of twelve hours from the commencement of the last previous period of ordinary duty - double time;

37.1.3 On days observed as public holidays - double time.

37.2 Provided that if the Employee who is on-call is recalled and does not have an uninterrupted break of six hours between midnight and the time of commencement the next period of ordinary duty the Employee shall be entitled to six hours' time off from the time of finishing the last recall and the time of commencing their next period of ordinary duty without loss of pay.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

38. ANNUAL LEAVE CLOSE DOWN

38.1 Employers may, for operational reasons, wish to either close down or have reduced activity over the Christmas / New Year period.

38.2 Where an Employer wishes to have an annual close down or low activity period over the Christmas / New Year period, the Employer shall:

38.2.1 on commencement of employment; or

38.2.2 before 15 November of the relevant year

advise affected Employees in writing of the close down or the reduced activity over the Christmas/New Year period (notification).

38.3 At same time of notification, an Employer may ask employees to utilise their annual leave during the period.

38.4 An Employee who does not wish to utilise annual leave during an annual close down or low activity period over the Christmas / New Year period shall notify the Employer on or before 1 December of the relevant year.

38.5 Where an Employee does not wish to utilise annual leave during an annual close down or low activity period over the Christmas / New Year period, the Employer may meet with the Employee, and if relevant their representative, to discuss this. Matters that may be discussed include:

38.5.1 The importance of ensuring staff resources are directed to client activity.

38.5.2 The circumstances of the Employee including the impact of the annual close down / low activity period and the Employee's paid annual leave balance;

38.5.3 Whether the Employee has excessive annual leave;

38.5.4 Whether accrued days off are available;

38.5.5 Whether time off in lieu of overtime is available;

38.5.6 Whether alternative work is available, subject to operational requirements; and

38.5.7 Whether leave without pay is available.

38.6 If, after discussions take place in accordance with **clause 38.5** and a resolution is not agreed; the Employer, Employee or their representative can utilise the dispute resolutions **clause 13** of this Agreement.

39. ANNUAL LEAVE AND LEAVE LOADING

39.1 Basic Leave Amount

For each year of service with an Employer, an Employee is entitled to 4 weeks of paid annual leave.

39.2 Additional annual leave for weekend work

For the purpose of the NES, a shift worker is an employee who works for more than four ordinary hours on 10 or more weekends and is entitled to an additional week's annual leave on the same terms and conditions.

39.3 Youth worker's additional week's leave

39.3.1 Where a youth worker regularly works their normal ordinary hours over any seven days of the week such Employee shall be entitled to a further period of annual leave

on full pay to five working days for each continuous twelve months' service with an Employer.

39.3.2 An Employee entitled to an additional week's leave in accordance with **clause 39.2** is not entitled to accrue an additional week's leave under this clause.

Note: *A Youth Worker is only entitled to a maximum of 5 weeks' leave.*

39.4 Annual leave loading

In addition to the payment prescribed in **clause 39.1**, a loading of 17.5% shall be paid at the time leave is taken or at such other time as may be mutually agreed between the Employer and the majority of Employees in the workplace, always providing that the maximum allowance payable in respect of any one year's service shall not exceed the equivalent of the weekly amount specified in **Schedule C**.

39.5 Shiftworkers -Saturday/Sunday work

Shiftworkers and Employees who are regularly rostered to work ordinary hours on Saturdays and/or Sundays will be entitled to receive an average of the penalty payments they would have received had they been working in lieu of the leave loading at **clause 39.4**. Where the average penalty payments under this **clause 39.5** is less than the amount that would be payable under **clause 39.4**, the employee will be entitled to the higher amount specified by **clause 39.4**.

39.6 Accrual of Leave

An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

39.7 Time of taking leave

Annual leave shall be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding two years from the date when the right to annual leave accrued; provided that such annual leave may be deferred by mutual agreement in writing between Employer and Employee.

39.8 Payment of Leave

39.8.1 Except on application the payment of wages during annual leave for a period of less than one week shall be paid at the completion of the pay cycle rather than the commencement of the leave.

39.8.2 An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

39.9 Excessive leave

39.9.1 Where an Employee has over 8 weeks annual leave, either the Employee or Employer can request a meeting to discuss reducing excessive annual leave by agreement. There must be:

- (a) A reasonable opportunity to submit a leave plan to reduce the leave to six weeks within 3 months.
- (b) The Employer won't unreasonably refuse to agree to a leave reduction plan, including a proposal to save leave for an extended period of annual leave within 12 months of the annual leave reduction plan. Where a plan to save annual leave is agreed, it will be in writing and signed by the Employee and Employer.
- (c) In the event that a leave reduction plan cannot be agreed within a three month period, the Employer may direct an Employee to reduce accrued leave to not less than 6 weeks.

39.9.2 Without limiting the dispute resolution procedure of the Agreement, either an Employee or Employer (or their representative/s) may refer a dispute about the following matters to the FWC:

- (a) A dispute about whether the Employer or employee has requested a meeting and genuinely tried to reach agreement;
- (b) A dispute about whether the Employer has unreasonably refused to agree to a request by the Employee to take paid annual leave; and
- (c) A dispute about whether a direction to take leave complies with the clause.

39.9.3 For the avoidance of doubt, nothing prevents an Employer or Employee from discussing the management of leave accruals prior to the Employee having an excessive leave accrual.

39.10 Termination of Employment

If, when the employment of an Employee ends, the employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave, including leave loading.

39.11 Employee not taken to be on paid annual leave at certain times

39.11.1 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.

39.11.2 Other periods of leave

If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, or a period of absence from employment under Community Service Leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

39.12 Cashing out of Annual Leave

39.12.1 An Employee may request the Employer cash out an amount of paid annual leave save that:

- (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing, by mutual agreement, between the Employer and the Employee; and
- (c) the Employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone, including superannuation contributions and annual leave loading.

39.12.2 In considering such the request, the Employer shall take into account the amount of annual leave taken by the Employee in the past 12 months or forthcoming approved annual leave.

39.12.3 The Employer will not require an employee to cash out any of their annual leave.

40. PURCHASED LEAVE

- 40.1** Purchased Leave enables Employees, by mutual agreement with their Employer, to access up to 20 working days unpaid additional leave in a twelve month period, with salary deductions for the nominated period(s) averaged over the whole year rather than at the time the leave is taken.
- 40.2** Purchased Leave may be taken in conjunction with other types of leave. Purchased Leave may not be used to break a period of Long Service Leave.
- 40.3** An application for purchased leave must be made each 12 month period and purchased leave must be made each 12 month period and purchased Leave must be used in the twelve month period in which it is purchased.
- 40.4** Purchased Leave and associated salary deductions will be based on the Employee's average daily hours (7 hours 36 minutes for full time Employees) and the Employee's substantive salary at the appropriate classification at the relevant increment point contained in **Schedule C**.
- 40.5** The Employer may grant Purchased Leave, subject to operational requirements. Where an application for purchased leave is refused, the reasons for the refusal will be provided in writing to the employee. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.
- 40.6** Where the arrangement, because of extraordinary circumstances, has been varied or cancelled and requires a refund of salary deductions, the refund will be made as a lump sum no later than two pay periods following notification of the variation or cancellation.

- 40.7** Where the Employee's employment terminates, deductions made for Purchased Leave not yet taken will be repaid.
- 40.8** Where the Employee's employment terminates and there are outstanding deductions for Purchased Leave, the Employee may elect to have the amount treated as overpayment of salary or offset against annual leave credits.

41. PERSONAL/ CARER'S LEAVE

41.1 Paid Personal/Carer's leave

41.1.1 Paid personal/carers leave is available to an Employee (other than a casual) when absent due to:

- (a)** The Employee not being fit for work due to a personal illness or injury affecting the employee (personal leave); or
- (b)** the Employee providing care or support to a member of the employee's immediate family or household that has a personal illness or injury or requires care or support due to an unexpected emergency affecting the member (carer's leave).

41.1.2 An Employee's entitlement to personal/carers leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

41.1.3 Paid personal/carers leave may be taken for part of a single day.

41.1.4 The term **immediate family** includes:

- (a)** a spouse, de facto partner (regardless of sexual preference and/or gender identity), child, parent, grandparent, grandchild or sibling of the employee; or
- (b)** a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

41.2 Paid Personal/Carers leave amount

41.2.1 An Employee (other than a casual) is entitled to the following paid personal/carers leave:

- (a)** During the first year of service, one working day for each month of service (91.2 hours);
- (b)** During the second, third and fourth years of service, fourteen working days in each year (106.4 hours); and
- (c)** Thereafter 21 working days in each year (159.6 hours).

41.2.2 Portability of Personal Leave

An Employee who is employed by a Community Health Centre listed in **Schedule A** of the Agreement who transfers to another Community Health Centre listed in **Schedule A** can transfer up to 10 days personal leave (pro-rata for part-time Employees where:

- (a) The break between the Community Health Centres listed in **Schedule A** of the Agreement is no more than 5 weeks; and
- (b) The Employee provides the incoming Community Health Centre with a certificate of service within two weeks of starting employment.

41.3 Unpaid Carer's leave

41.3.1 An Employee (including a casual) is entitled to take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in sub **clause 41.1.1(b)**.

41.3.2 The Employer and Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days per occasion, provided the evidence requirements in **clause 41.4** are met.

41.4 Notice and Evidence Requirements

41.4.1 Personal leave

- (a) To be entitled to sick leave on full pay an Employee shall on their return to work produce a certificate from a legally qualified medical or other relevant practitioner immediately or such other evidence that would satisfy a reasonable person.
- (b) Provided that single days up to a maximum of three in any one calendar year may be taken without the production of a medical certificate or statutory declaration.
- (c) Provided further, an Employee producing a statutory declaration as evidence for an absence of three or more consecutive working days may be required by the employer to establish that such evidence is reasonable in the circumstances.

41.4.2 Carer's leave

- (a) The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.
- (b) The Employee must, if required by the employer, establish by production of a medical certificate, statutory declaration or other evidence that would satisfy a reasonable person that the leave is being taken for a reason as referred to in **clause 41.1.1(b)**.

- (c) The evidence should state the illness/injury of the person concerned or the nature of the emergency and that it is such as to require care or support by the employee. It should also state the name of the person requiring the care or support and their relationship to the Employee and the estimated length of absence.
- (d) An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carers leave.

41.5 Employee taken not to be on paid personal/carers leave on public holiday

If the period during which an Employee takes paid personal/carers 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 personal/carers leave.

41.6 Employee taken not to be on annual leave whilst on paid personal/carers leave

41.6.1 If an Employee whilst on annual leave needs to take a period of paid personal/carers leave the employee is taken not to be on paid annual leave.

41.6.2 The Employee must immediately forward to the employer a certificate of a legally qualified medical practitioner or other relevant practitioner. If annual leave loading as provided in **clause 39.4** has been paid such leave loading shall not be re-credited.

42. COMPASSIONATE LEAVE

42.1 Entitlement to compassionate leave

42.1.1 An Employee is entitled to 3 days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to their life; or
- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies.

42.2 Taking compassionate leave

42.2.1 An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in **section 42.1.1(a) or (b)**; or
- (b) after the death of the member of the Employee's immediate family or household referred to in **section 42.1.1(c)**.

42.2.2 An Employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 3 day period; or
- (b) 3 separate periods of 1 day each; or
- (c) any separate periods to which the Employee and the Employer agree.

42.2.3 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

42.3 Payment for compassionate leave (other than for casual Employees)

If, in accordance with this clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

Note: For casual Employees, compassionate leave is unpaid leave.

42.4 Evidence

Proof of such death shall be furnished by the Employee to the satisfaction of their Employer. Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave (other than annual leave).

43. WORK AND FAMILY RESPONSIBILITIES

The parties recognise the needs of Employees with family responsibilities and the need to balance work and family responsibilities.

44. PARENTAL LEAVE

44.1 This clause is structured as follows:

- Definitions: **44.2**
- Long parental leave – unpaid: **44.3**
- Short parental leave – unpaid: **44.4**
- Paid parental leave: **44.5**
- Notice provisions and commencement – maternity leave: **44.6**
- Notice provisions and commencement – partner leave: **44.7**
- Notice provisions and commencement – adoption leave: **44.8**
- Special maternity leave: **44.9**
- Variation to period of parental leave up to 12 months: **44.10**
- Right to request extension of period of parental leave beyond 12 months: **44.11**
- Parental leave and other leave entitlements: **44.12**
- Transfer to a safe job: **44.13**
- Returning to work after a period of parental leave: **44.14**
- Replacement Employees: **44.15**
- Communication during parental leave: **44.16**
- Keeping in touch days: clause **44.17**

Provisions associated with parental leave are also included in this Agreement. Specifically, flexible work arrangements which includes the right to request to return from parental leave on a part time basis at **clause 10**.

44.2 Definitions

For the purposes of this clause:

Child means:

- a child of the Employee under school age; or
- a child under 16 who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

Eligible casual Employee means an Employee employed by the Employer in casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a child or the decision to adopt, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

Employee for the purposes of **clause 44** means an Employee who has at least 12 months continuous service (as defined) and is not a casual Employee other than an eligible casual Employee as defined above.

Long Parental leave means the 52 weeks' parental leave an Employee may take under **clause 44.3**. A person taking long parental leave under **clause 44.3** (whether as maternity, partner or adoption leave) is the primary carer for the purpose of this clause.

Short Parental Leave means the up to 8 weeks concurrent parental leave an Employee who will not be the primary care giver of a child may take under **clause 44.4**.

Spouse includes a de facto, former spouse and same-sex partner save that **spouse** does not include a former spouse in relation to **clause 44.8** – Adoption Leave.

44.3 Long Parental Leave - Unpaid

43.1.1 An Employee with the appropriate continuous service as defined at 44.2 is entitled to 12 months parental leave if:

- (a) the leave is associated with:
 - (i) the birth of a child of the Employee or the Employee's spouse (as defined) or de facto partner; or
 - (ii) the placement of a child with the Employee for adoption; and
- (b) the Employee has or will have responsibility for the care of the child.

43.1.2 Except as provided at **clause 44.4** (Short Parental leave – unpaid), Parental leave is to be available to only one parent at a time in a single unbroken period.

43.1.3 Each member of an Employee couple may take a separate period of up to 12 months of unpaid parental leave. An Employee couple includes a couple where one person is

an Employee of the Employer and the other person is an Employee at a different organisation.

44.4 Short Parental leave - unpaid

An Employee who will not be the primary care giver of a child may take up to 8 weeks concurrent parental leave with the parent who will be the primary care giver. The concurrent parental leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than 2 weeks.

44.5 Paid Parental Leave

44.5.1 An Employee, other than a casual Employee, who has an entitlement to unpaid parental leave shall be entitled to the following:

- (a) In the case of the primary care giver, 10 weeks paid parental leave;
- (b) In the case of the non-primary care giver, 1 week paid parental leave.

44.5.2 Paid parental leave is in addition to the Commonwealth Government paid parental leave scheme. The Employer and Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any Commonwealth Government scheme and may include a voluntary contribution to superannuation. Such agreement shall be in writing and signed by the parties. The Employee will nominate a preferred payment arrangement at least four weeks prior to the expected date of delivery. In the absence of agreement, such leave shall be paid during the ordinary pay periods corresponding with the period of the leave.

44.5.3 The paid parental leave prescribed by this clause shall be concurrent with the unpaid entitlement prescribed by the NES / this Agreement. For the avoidance of doubt, an Employee is only entitled to one paid parental leave payment as prescribed at **clause 44.5.1** for each birth or placement resulting in parental leave under this clause.

44.6 Notice provisions and commencement - Maternity leave

44.6.1 An Employee who proposes to take maternity leave must provide written notice to the Employer advising:

- (a) of the expected date of birth - at least ten weeks (including a certificate from a registered medical practitioner stating that the Employee is pregnant) or otherwise as soon as practicable before the expected date of birth; and
- (b) the start and end dates of maternity leave - at least four weeks before the start, or otherwise as soon as practicable.

44.6.2 An Employee will not be in breach of this clause if failure to give the stipulated notice is because the birth occurred earlier than the presumed date or other unexpected circumstances.

44.6.3 Where requested by the Employer, the Employee must also provide a statutory declaration stating particulars of any period of partner (or like authorised) leave sought.

44.6.4 Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

44.6.5 6 weeks before the expected date of birth

(a) Where an Employee continues to work within the six week period immediately prior to the expected date of birth, the Employer may require the Employee to provide a medical certificate stating that they are fit for work and, if so, whether it is inadvisable to continue in their present position because of illness or risks arising out of the Employee's pregnancy or hazards connected with the position.

(b) Where a request is made under clause **44.6.5(a)** and an employee:

(i) Does not provide the Employer with the requested certificate within 7 days of the request; or

(ii) Within 7 days after the request, the Employee gives the Employer a medical certificate stating that the Employee is not fit work for work;

The Employer may require the Employee to commence their parental leave as soon as practicable.

(c) Where a request is made under clause **44.6.5(a)** and an Employee provides a medical certificate that states that the Employee is fit for work but it is inadvisable for the Employee to continue in their present position during a stated period clause **44.13** will apply.

44.7 Notice provisions and commencement - Partner leave

44.7.1 Short Parental Leave (partner)

An Employee who proposes to take short parental leave will:

(a) provide the Employer at least ten weeks' notice, or otherwise as soon as practicable, of the proposed period of partner leave, with a certificate from a registered medical practitioner which names their spouse (as defined), that states that she is pregnant and the expected date of birth; and

(b) apply in writing for short parental leave as soon as reasonably practicable on or after the first day of the period of leave, stating the first and last days of the period.

44.7.2 Long Parental Leave (partner)

(a) An Employee who proposes to take long parental leave must provide written notice to the Employer advising:

(i) of the expected date of birth - at least ten weeks or otherwise as soon as practicable before the expected date of birth; and

- (ii) the start and end dates of the long parental leave - at least four weeks before the start, or otherwise as soon as practicable.
- (b) Where requested by the Employer, the Employee must also provide a statutory declaration stating the Employee will take that period of partner leave to become the primary care giver of a child and the particulars of any period of maternity (or like authorised) leave sought or taken by their spouse.

44.7.3 An Employee will not be in breach of **clause 44.7** if the failure to give the required period of notice is because of the birth occurs earlier than expected, the death of the mother of the child or other unexpected circumstances. Application in such circumstances must be made as soon as reasonably practicable.

44.8 Notice Provisions and Commencement - Adoption leave

44.8.1 If a child who is to be adopted by an Employee is a relative of the Employee, and the Employee decides to take the child into custody pending the authorisation of the placement of the child with the Employee, the Employee must:

- (a) give notice to the Employer as soon as reasonably practicable after the decision is made; and
- (b) give the notices required by **clause 44.8.2 and 44.8.3**, whichever is applicable.

Relative of an Employee means a grandchild, nephew, niece or sibling of the Employee or of the Employee's spouse.

44.8.2 Short parental leave (adoption)

An Employee will apply in writing for short parental leave no later than 14 days before the proposed day of placement of the child, or as soon as reasonably practicable where the Employee cannot comply with this requirement because of the day when the placement is expected to start or any other unexpected reason.

44.8.3 Long Parental Leave (adoption)

- (a) Where an Employee proposes to take long parental leave, the Employee must provide notice to the Employer in advance of the expected date of commencement of adoption leave. The notice requirements are:
 - (i) of the expected date of placement - at least ten weeks, or otherwise as soon as practicable; and
 - (ii) of the date on which the Employee proposes to commence adoption leave and the period of leave to be taken - at least four weeks, or otherwise as soon as practicable
- (b) Where requested by the Employer, the Employee must also provide a statutory declaration stating:
 - (i) that the Employee is seeking such leave to become the primary care-giver of the child;

- (ii) particulars of any period of adoption (or like authorised) leave sought or taken by the Employee's spouse; and
- (iii) that the child is a 'child' as defined above.

- (c) The Employer may require an Employee to provide confirmation from the adoption agency of the placement.

44.8.4 Where the Employee cannot comply with the above notification requirements because of the day when the placement is expected to start changes or any other unexpected reason, the Employee shall apply for long parental leave (adoption) as soon as reasonably practicable.

44.8.5 Where Placement does not Proceed or Continue

- (a) Where the placement of the child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately.
- (b) Where the Employee had, at the time, started a period of adoption leave in relation to the placement, the Employee's entitlement to adoption leave is not affected, except by written notice under clause **44.8.5(c)** below.
- (c) The Employer may give the Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long adoption leave is cancelled with effect from that day.
- (d) Where the Employee wishes to return to work due to a placement not proceeding or continuing, the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

44.9 Special maternity leave

44.9.1 Where the pregnancy of an Employee not then on maternity leave ends within 28 weeks of the expected date of birth, other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

44.9.2 Where an Employee is suffering from an illness not related to the direct consequences of the pregnancy, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

44.9.3 Where an Employee not then on maternity leave suffers an illness related to their pregnancy, the Employee may take any paid sick leave to which they are then entitled, and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before return to work.

44.9.4 Nothing in this clause limits the right of an Employer to follow the process prescribed by **clause 44.6.5**.

44.10 Variation of period of parental leave (Extension up to 12 months)

44.10.1 Where an Employee takes leave under **clause 44.3** or **clause 44.11**, unless otherwise agreed between the Employer and Employee, an Employee can change the period of parental leave on one occasion. Any such change is to be notified as soon as possible

but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in **clause 44.3** or **clause 44.11**.

44.10.2 If the Employer and Employee agree, the Employee may further change the period of parental leave.

44.11 Right to request an extension of period of parental leave beyond 12 months

44.11.1 An Employee entitled to parental leave pursuant to the provisions of **clause 44.3** may request the Employer to allow the Employee to extend the period of unpaid parental leave provided for in **clause 44.3** by a further continuous period up to 12 months immediately following the end of the available parental leave.

44.11.2 Request to be in writing

- (a) The request must be in writing and must be given to the Employer at least 4 weeks before the end of the available parental leave period.
- (b) Nothing in this clause prevents an Employer from communicating with the Employee about their intentions to extend the period of parental leave prior to the 4 weeks' notice period.

44.11.3 Response to be in writing

The Employer must give the Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

44.11.4 Refusal only on reasonable business grounds

The Employer may only refuse the request on reasonable business grounds.

44.11.5 Reasons for refusal to be specified

If the Employer refuses the request, the written response must include details of the reasons for the refusal.

44.11.6 Employee couples

The Act contains additional requirements for Employee couples.

44.12 Parental leave and other entitlements

An Employee may use any accrued annual leave or long service leave entitlements concurrently with parental leave, save that the total amount of leave shall not exceed 52 weeks or longer as agreed under **clause 44.11**.

44.13 Transfer to a safe job

44.13.1 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, is fit for work but it is inadvisable for the Employee to continue at their present work for a stated period (the risk period) because of:

- (a) illness or risks arising out of the pregnancy, or
- (b) Hazards connected with the position,

the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.

44.13.2 If:

- (a) **clause 44.13.1** applies to a pregnant Employee but there is no appropriate safe job available; and
- (b) the Employee is entitled to unpaid parental leave; and
- (c) the Employee has complied with the notice and evidence requirements of **clause 44.6** for taking unpaid parental leave;

then the Employee is entitled to paid no safe job leave for the risk period.

44.13.3 If the Employee takes paid no safe job leave for the risk period, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the risk period.

44.13.4 This entitlement to paid no safe job leave is in addition to any other leave entitlement the Employee may have.

44.13.5 If an employee is on paid no safe job leave during the 6 week period before the expected date of birth, the employer may ask the Employee to give the employer a medical certificate stating whether the employee is fit for work in accordance with **clause 44.6.5**.

44.13.6 Where an Employee has not complied with the notice and evidence requirements of **clause 44.6** for taking unpaid parental leave, the Employee is not entitled to no safe job leave and the employer may require the Employee to take unpaid parental leave as soon as practicable.

44.14 Returning to work after a period of parental leave

44.14.1 An Employee will endeavour to notify the Employer of their intention to return to work after a period of long parental leave at least four weeks prior to the expiration of the leave, or where that is not practicable, as soon as practicable.

44.14.2 Nothing in this clause prevents an Employer from communicating with the Employee about their intentions to return to work prior to the 4 week notice period.

44.14.3 An Employee will be entitled to return:

- (a) unless **clause 44.14.3 (b) or (c)** or **clause 44.14.4** applies, to the position which they held immediately before proceeding on parental leave;
- (b) if the Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to **clause 44.13**), to the new position;

- (c) if clause **44.14.3(b)** does not apply, and the Employee began working part-time because of the pregnancy of the Employee, or their spouse, to the position held immediately before starting to work part-time.

44.14.4 Clause **44.14.3** is not to result in the Employee being returned to the safe job to which the Employee was transferred under **clause 44.13**. In such circumstances, the Employee will be entitled to return to the position held immediately before the transfer.

44.14.5 Where the relevant former position (per **clauses 44.14.3 and 44.14.4** above) no longer exists, an Employee is entitled to return to an available position for which the Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.

44.14.6 The Employer must not fail to re-engage an Employee because:

- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

44.14.7 The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

44.15 Replacement Employees

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

44.15.2 Before the Employer engages a replacement, Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced to return to their pre-parental leave position.

44.16 Communication during Parental leave

44.16.1 Where an Employee is on parental leave and the Employer makes a decision that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position, or the Employer proposes a change that will have a significant effect on the Employee, the Employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status, pay, location or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status, pay, location or responsibility level of the position the Employee held before commencing parental leave.

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

44.16.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **clause 44.16**.

44.17 Keeping in touch days

44.17.1 This clause does not prevent an Employee from performing work for the Employer on a keeping in touch day while the Employee is taking unpaid parental leave. If the Employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.

44.17.2 A day on which the Employee performs work for the Employer during the period of leave is a keeping in touch day if:

- (a) the purpose of performing the work is to enable the Employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
- (b) both the Employee and Employer consent to the Employee performing work for the Employer on that day; and
- (c) the day is not within:
 - (i) If the Employee suggested or requested that they perform work for the Employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
 - (ii) otherwise — 42 days after the date of birth, or day of placement, of the child; and
- (d) the Employee has not already performed work for the Employer or another entity on 10 days during the period of leave that were keeping in touch days.

The duration of the work the Employee performs on that day is not relevant for the purposes of this clause.

44.17.3 The Employer must not exert undue influence or undue pressure on an Employee to consent to a keeping in touch day.

44.17.4 For the purposes of **clause 44.17.2(d)** the following will be treated as 2 separate periods of unpaid parental leave:

- (a) a period of unpaid parental leave taken during the Employee's available parental leave period; and
- (b) an extension of the period of unpaid parental leave under **clause 44.11**.

45. LONG SERVICE LEAVE

45.1 Entitlement

45.1.1 An Employee shall be entitled to long service leave in respect of continuous service with one and the same Employer or service with Employers listed in **Schedule A** in accordance with this clause.

45.1.2 The amount of such entitlement shall be on the completion of fifteen years continuous service as follows:

- (a) Before 14 January 2003 each employee shall accrue long service leave in accordance with the long service leave act at the rate of 0.866 weeks per year of service.
- (b) From the date of certification of the Community Health Centre Multi Employer Certified Agreement 2002, being 14 January 2003, each employee shall accrue long service leave at the rate of 1.3 weeks per every year of service (equates to four and a half months after 15 years of continuous service).
- (c) Twelve months from the date of certification of the Community Health Centre Multi Employer Certified Agreement 2002, being 14 January 2004, each employee shall accrue long service leave at the rate of 1.7333 weeks per year of service (equates to six months long service leave after 15 years continuous service).

Example Only: An Employee first commences employment with a community health centre on 14 January 2001. The Employee accrues long service leave for the period 14 January 2001 until 13 January 2003 (2 years) at the accrual rate in the *Long Service Leave Act 1992* per **clause 45.1.2(a)** at the rate of 0.866 weeks per year. The Employee accrues long service leave for the period 14 January 2003 until 13 January 2004 at the accrual rate of 1.3 weeks per year per **clause 45.1.2(b)**. The Employee accrues long service leave for the period 14 January 2004 onwards at the rate of 1.733 weeks per year per **clause 45.1.2(c)**. Therefore, on 14 January 2016, the employee's 15th year anniversary, the person will have accrued 0.866×2 weeks (2 year's accrual) + 1.3 weeks (1 year's accrual) + 1.733×12 (12 years' accrual) = 23.83 weeks.

45.1.3 Thereafter, for each additional five years of completed service an Employee will be entitled to accrue long service leave on the basis of the arrangements in **clauses 45.1.2(a), 45.1.2(b) and/or 45.1.2(c)** as applicable.

45.1.4 An Employer may by agreement with an Employee grant long service leave to the employee before the entitlement to that leave has accrued. Such leave shall not be granted before the Employee has completed ten years' service, although an employer may exercise its absolute discretion and with the agreement of the employee grant long service leave to the Employee before the Employee has completed ten years' service.

45.1.5 If the Employee has completed at least ten years continuous service, and whose employment terminates for any cause other than serious and wilful misconduct, the employee shall be entitled to such amount of long service leave as equals the accrual in accordance with **clauses 45.1.2(a), 45.1.2(b) and/or 45.1.2(c)** as applicable.

45.2 Double leave at half pay

Where an Employee is entitled to a period of long service leave the Employee may by agreement with the Employer take the whole or any part of leave at double the quantum of leave at half pay or half the quantum of leave at double pay, as the case may be.

45.3 Service entitling to leave

- 45.3.1** Subject to this clause, the service of an Employee shall include service for which long service leave or payment in lieu has not been received under **clause 45.1.2**.
- 45.3.2** When calculating the aggregate of service entitling to leave, any period of employment with the Employer of less than six months' duration shall be disregarded.
- 45.3.3** For the purposes of this clause service shall be deemed to be continuous notwithstanding:
- (a) the taking of any annual leave, long service leave or paid parental leave;
 - (b) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in **clause 41** - Personal /Carer's leave;
 - (c) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (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 30** - Accident make-up pay; and
 - (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.
- 45.3.4** In calculating the period of continuous service, any interruption or absence due to circumstances below shall not break the continuity of service of an Employee but shall not be counted as part of the period of service unless it is so authorised in writing by the Employer:
- (a) any interruption arising directly or indirectly from an industrial dispute;
 - (b) any period of absence from employment between one Employer and another Employer in Schedule A provided it is less than the allowable period of absence from employment.
 - (c) The allowable period of absence shall be five weeks in addition to the total period of paid annual which the Employee receives on termination;
 - (d) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two months from the date of such dismissal;
 - (e) any absence from work of an Employee on unpaid parental leave under **clause 44**.
 - (f) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of employment not covered by **clause 45.3.3(d)**.

- 45.3.5** The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the Employee concerned. A certificate in the following form shall constitute acceptable proof:

<p style="text-align: center;">CERTIFICATE OF SERVICE</p> <p style="text-align: center;">[Name of Institution] [date]</p> <p>This is to certify that [Name of Employee] has been employed by this Community Health Centre for a period of [years/months/etc.] from [date] to [date].</p> <p>Specify hereunder full details of paid or unpaid leave or absences including periods represented by payment made in lieu of leave on termination.</p> <p>.....</p> <p>.....</p> <p>Specify hereunder full details of long service leave granted during service or on termination:</p> <p>.....</p> <p>.....</p> <p>Signed.....[Stamp of Community Health Centre]</p>

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

45.4 Payments in lieu of long service leave on the death of an Employee

Where an Employee who has completed at least ten years' service dies while still in the employ of the Employer, the Employer shall pay to such Employee's personal representative a sum equal to the pay of such an Employee accrual for the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee.

45.5 Payment for period of leave

- 45.5.1** Payment to an Employee in respect of long service leave shall be made in one of the following ways:

- (a) in full in advance when the Employee commences his or her leave; or
- (b) at the same time as payment would have been made if the Employee had remained on duty, in which case payment shall, if the Employee in writing so requires, be made by cheque posted to a specified address; or
- (c) in any other way agreed between the Employer and the Employee.

- 45.5.2** Subject to **clause 45.1.5**, where the employment of an Employee is for any reason terminated before an Employee takes any long service leave to which the Employee is entitled or where any long service leave accrues to an Employee pursuant to clauses **45.1.2(a)**, **45.1.2(b)**, **45.1.2(c)**, as applicable, the Employee shall, subject to the provisions of **clause 45.5.4(c)** be entitled to pay in respect of such leave as at the date of termination of employment.

- 45.5.3** Subject to **clause 45.1.5**, where any long service leave accrues to an Employee pursuant to **clause 45.1.2** the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

45.5.4 Provided that in the case of an Employee who accrues long service leave entitlement and has completed at least ten years' service but less than fifteen years' service and who intends to be re-employed by another Employer listed in Schedule A:

- (a) such an Employee may in writing request payment in respect of such leave to be deferred until the expiry of the Employee's allowable period of absence from employment, as provided in **clause 45.3.4(b)**; and
- (b) except where the Employee gives the Employer notice in writing that the Employee has been employed by another Employer listed in **Schedule A**, the Employer shall make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment; and
- (c) where the Employee gives the Employer notice in writing that the Employee has been employed by another Employer listed in **Schedule A**, the Employer is no longer required to make payment to the Employee in respect of such leave.

45.5.5 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.

45.6 Taking of leave

45.6.1 When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is agreed between the Employer and an Employee, or in default of agreement as is determined by Fair Work Australia, provided that no such agreement shall require such leave to commence before the expiry of six months from the date of such agreement.

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

45.6.3 If the Employer and an Employee so agree:

- (a) the period of long service leave to which an Employee becomes entitled under **clause 45.1.2**, and any corresponding leave taken under **clause 45.2** may be taken in two or three separate periods; and
- (b) any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods provided that the period referred to in **clause 45.6.3** above shall be taken in one period.

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

45.7 Meaning of ordinary pay

45.7.1 For the purposes of the long service leave clause only, ordinary pay means the pay an employee is entitled to receive at the time he or she takes long service leave for working normal weekly hours at the ordinary time rate of pay.

45.7.2 If:

- (a) no normal weekly number of hours of work is fixed for an Employee's work under the relevant employment agreement; or
- (b) the normal weekly number of hours is fixed but is changed one or more times during the 12 months immediately before the Employee takes long service leave:

the Employee's normal weekly number of hours of work is to be taken to be the greater of the following—

- (i) the average weekly number of hours worked by the Employee in the 12 months immediately before the Employee takes long service leave;
- (ii) the average weekly number of hours worked by the Employee in the 5 years immediately before the Employee takes long service leave.

45.7.3 If an Employee defers the taking of long service leave under a written agreement with the Employer made at the request of the Employee, the ordinary time rate of pay that is to be used in calculating the Employee's ordinary pay for the time the Employee on leave is to be the rate agreed on in the agreement.

45.7.4 The rate agreed on in such an agreement must not be less than the rate to which the Employee is entitled on the date the entitlement to the leave arises and any provision to the contrary in an agreement is of no effect.

45.7.5 Workers Compensation

If an Employee is:

- (a) working in suitable employment (within the meaning of the Workplace Injury Rehabilitation and Compensation Act 2013); or
- (b) absent from work because of a workplace illness or injury and in receipt of any compensation in the form of weekly payments from the Authority for that illness or injury;

the Employee's normal weekly hours and ordinary time rate of pay are to be taken to be the greater of the following:

- (c) the Employee's normal weekly hours and ordinary time rate of pay immediately before the Employee takes long service leave;
- (d) the Employee's normal weekly hours and ordinary time rate of pay immediately before the Employee developed the relevant illness or suffered the relevant injury.

46. PROFESSIONAL DEVELOPMENT, STUDY LEAVE AND EXAMINATION LEAVE

The following clauses do not apply to casual Employees.

46.1 Professional Development Leave

46.1.1 Professional Development Leave

Professional Development means activities that maintain knowledge in the Employee's current profession, improve and broaden their knowledge, expertise and competence, and develop the personal and professional qualities required through their professional lives. The PD cycle involves:

- (a) reviewing practice; and
- (b) identifying learning needs; and
- (c) planning and participating in relevant learning activities; and
- (d) reflecting on the value of those activities.

Professional development leave includes conference/seminar leave, research or home study (that is not covered by clause 2 study leave).

46.1.2 Amount of professional development leave

Employees who meet the criteria in this clause are entitled to five days' paid professional development leave (as defined in **clause 46.1.1**). Part-time Employees will be paid on a pro rata basis. Professional development leave does not accumulate from year to year. If applicable, "Year" will be defined in accordance with the Employer's relevant policies.

46.1.3 Report Back

An Employee may be required to report back to their colleagues and/or the Employer on the professional development.

46.1.4 Payment

A day for the purposes of professional development leave is the Employee's normal shift length on the day the leave is taken and the payment is based on the employee's base rate of pay.

46.1.5 Application

- (a) An Employee must apply in writing to the Employer as early as possible but at least six weeks' prior to the proposed professional development leave date.
- (b) The application must include:
 - (i) the date of the proposed professional development;

- (ii) a brief description of the nature of the professional development activity to be undertaken; and
- (iii) its relevance to the Employee's employment with the Employer.

46.1.6 Response to application

- (a) An application for professional development leave will not be unreasonably refused provided that the application meets the relevant conditions set out in this clause.
- (b) The Employer must notify the Employee in writing whether the leave request is approved within seven days.
- (c) If the leave is not approved, the reasons will be included in the notification to the applicant.

46.2 Study and Examination leave

46.2.1 Study leave

(a) When paid study leave is available

Employees who meet the criteria of this clause are entitled to paid study leave where a course is relevant to the work of the Employee's employment with the Employer.

(b) Amount of study leave

- (i) Paid study leave may be taken as mutually agreed between the employer and employee.
- (ii) Leave pursuant to this clause does not accumulate from year to year. If applicable, "Year" will be defined in accordance with the Employer's relevant policies.

(c) Payment

A day for the purposes of professional development leave is the Employee's normal shift length on the day the leave is taken and the payment such payment is based on the employee's base rate of pay.

(d) Application

An Employee wishing to take study leave must:

- (i) apply in writing to the Employer as early as possible but at least 6 weeks prior to the proposed leave date; and
- (ii) include with the application:
 - 1. details of the course and institution in which the Employee is enrolled or proposes to enrol; and

2. details of the relevance of the course to the Employee's employment.

(e) Consideration of application

When reviewing an application to study leave the Employer will take into account considerations, including:

- (i) The Employee's length of service;
- (ii) The Employee's hours of work;
- (iii) The relevance of the course to the Employee's employment;
- (iv) The level of study being undertaken;
- (v) The operational impact on the Employee's work area; and
- (vi) Any other relevant considerations the Employer deems appropriate.

(f) Response to application

- (i) The Employer must notify the Employee in writing whether the leave request is approved within seven days.
- (ii) If the leave is not approved, the reasons for refusal will be included in the notification to the applicant.

46.2.2 Examination leave

(a) When examination leave is available

Examination leave is for undertaking and/or preparing for examinations in a course of study approved under **clause 46.2.1**. Examinations include take home exams.

(b) Amount of examination leave

Employees who meet the criteria in this clause are entitled to six days paid examination leave per year. Part-time Employees will be paid on a pro rata basis. Leave entitlements pursuant to this clause will not accumulate from year to year. If applicable, "Year" will be defined in accordance with the Employer's relevant policies.

(c) Payment

A day for the purposes of study leave is the Employee's normal shift length on the day the leave is taken and payment is based on the employee's base rate of pay.

46.3 When considering the relevance of a qualification or certificate or course of study or similar (education):

46.2.3 the main criteria for considering relevance are:

- (a) the nature of the education;
- (b) the current area profession of the Employee; and
- (c) whether the education would assist the Employee in performing their role and/or assist in maintaining quality client care and/or assist in the administration of area in which the Employee is employed; and
- (d) other considerations may include:
 - (i) the area of work of the Employee; and /or
 - (ii) the classification and position description of the Employee.

47. COMMUNITY SERVICE LEAVE (INCLUDING JURY SERVICE)

47.1 An Employee who is engaged in an eligible community service activity is entitled to be absent from employment on unpaid leave for the period of time that they are engaged in the activity, reasonable travelling time associated with the activity and rest time following the activity, provided that the employee's absence (unless the activity is jury service) is reasonable in all the circumstances.

47.2 An eligible community services activity includes:

47.2.1 jury service required by or under law; or

47.2.2 a voluntary emergency management activity; or

47.2.3 an activity prescribed by regulations as an eligible community service activity for the purpose of the *Fair Work Act 2009*.

47.3 An Employee engages in 'voluntary emergency management' activity if, and only if:

47.3.1 the Employee engages in an activity that involves dealing with an emergency or natural disaster; and

47.3.2 the Employee engages in the activity on a voluntary basis; and

47.3.3 the Employee is a member of, or has a member like association with, a recognised emergency management body (for example, Country Fire Authority, State Emergency Service, St. John Ambulance, Red Cross); and

47.3.4 either:

- (a) the Employee was requested by or on behalf of the body to engage in the activity; or
- (b) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such request, it is likely that such a request would have been made.

47.4 Notice and evidence requirements

47.4.1 Employees seeking to take Community Service Leave must provide notice to the employer as soon as practicable (which may be after the absence has started) and must advise the employer of the period, or expected period, of the absence.

47.4.2 If requested, the Employee shall be required to produce evidence of their engagement in eligible community service activity, to the satisfaction of the employer.

47.4.3 An absence from the workplace is only covered by the provisions of **clause 47** if they satisfy the notice and evidence requirements set out above.

47.5 An Employee who has given his or her employer notice of an absence under **clause 47.4** must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.

47.6 Jury Service

47.6.1 Subject to **clause 47.6.2** below, the Employer is required to pay an employee (other than a casual) who is required to attend for jury the amount that he or she could reasonably expect to have received from the Employer as earnings for that period had he or she not been performing jury service.

47.6.2 The Employer may require the Employee to produce satisfactory evidence:

(a) that they have taken all necessary steps to obtain any amount of jury service pay to which they are entitled; and

(b) of the total amount of jury service pay that has been paid, or is payable, to the employee for the period of jury service.

47.6.3 An Employee shall only be entitled to payment for jury service under **clause 47.6.1** where they have satisfied the evidence requirements of **clause 47.6.2**.

47.6.4 The amount payable to an Employee under **clause 47.6.1** is reduced by the amount of jury service pay received by the employee, as disclosed to the employer in accordance with **clause 47.6.2**.

48. UNION TRAINING LEAVE

All workplace representatives shall be entitled to up to five days paid leave per year to attend trade union training courses conducted or approved by Trade Union Training Inc. or the relevant union.

49. DISPUTE SETTLEMENT – TRAINING LEAVE

49.1 An ASU representative, or other appointed representative, shall be entitled to up to five days leave with pay each year, non-cumulative, to attend courses conducted by an approved and accredited training provider, agreed by the parties, and on the following conditions:

- 49.1.1** Scope, content and level of the courses are directed to the enhancement of the operation of effective settlement of disputes and dispute resolution procedures;
- 49.1.2** Reasonable notice is given by the union delegate/shop steward or other workplace representative;
- 49.1.3** The taking of leave is by agreement with the Employer having regard to the employer's operational requirements;
- 49.1.4** The ASU representative, or other workplace representative, taking such leave shall be paid ordinary time earnings which normally become due and payable during the period of leave;
- 49.1.5** Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

50. WORKPLACE REPRESENTATIVES

ASU workplace representatives are to have reasonable time release from duty to attend to matters relating to industrial relations and occupational health and safety in their workplace. Where such representatives are required to attend management meetings outside of paid time they will be paid to attend.

51. PUBLIC HOLIDAYS

51.1 An Employee shall be entitled to holidays on the following days without deduction of pay:

- 51.1.1** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 51.1.2** The following days, as prescribed in the State of Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- 51.1.3** Melbourne Cup Day. In the case of rural localities an alternate agreed day may be substituted in lieu of Melbourne Cup Day.

51.2 The following provisions shall also apply:

- 51.2.1** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December (hereafter referred to as a substitute day).
- 51.2.2** When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December (substitute day).
- 51.2.3** 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 (substitute day).

51.3 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in **clauses 51.1 or 51.2** those days shall constitute additional holidays for the purpose of this agreement.

51.4 An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement. An agreement pursuant to this provision shall be recorded in writing and be available to every affected employee.

51.5 An Employee who works ordinary hours on any day specified in **51.1** hereof shall:

51.5.1 Be paid for the time so worked, with a minimum of four hours' wages, as the rate of time and one-half in addition to the weekly wage prescribed by this agreement

51.5.2 Be entitled to equivalent time off (with a minimum of four hours) without loss of pay; such time off shall be taken at a time mutually convenient to the employer and the employee within one month of the day on which the employee worked, provided that where an employee is entitled to a full working day off such time off may be added to the employee's annual leave by mutual consent.

51.6 Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

51.7 Where an Employee has an accrued day off, the Employee shall be entitled to receive one day's pay in addition to the usual weekly wage or one day off without loss of pay at a time convenient to the Employer when a public holiday falls on the accrued day off.

51.8 Payment for absence on a public holiday

If in accordance with the National Employment Standards an Employee is absent from his or her employment on a day or part-day that is a public holiday, the Employer must pay the employee at the Employee's base rate of pay for the Employee's ordinary hours of work on the day or part-day.

51.9 Easter Saturday – full-time employees only

In respect of Easter Saturday, a full-time Employee who ordinarily works everyday Monday to Friday and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or where there is mutual consent, within four weeks following the date on which such public holiday occurred the Employee may take one day off in lieu or have one day added to their annual leave.

52. CEREMONIAL LEAVE

An Employee is legitimately 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.

53. FAMILY VIOLENCE LEAVE

*NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic) and is broader than the definition of immediate family in **clause 41**.*

53.1 Each 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, each Employer is committed to providing support to staff that experience family violence.

53.2 The Employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee discloses family violence.

53.3 Definitions

53.3.1 In this Agreement, 'Family Violence' has the same meaning as the Family Violence Protection Act 2008. Under that Act, 'Family Violence' is defined, in part, as:

- (a) behaviour by a person towards a family member of that person if the behaviour is:
 - (i) physically or sexually abusive; or
 - (ii) emotionally or psychologically abusive; or
 - (iii) economically abusive; or
 - (iv) threatening; or
 - (v) 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 paragraph (a).

53.3.2 An 'affected Employee' means an Employee experiencing family violence as defined.

53.4 Leave

53.4.1 An affected Employee will have access to 20 days per year of paid special leave (pro rata for part time Employees) where the employee requires time release for activities related to and as a consequence of family violence including:

- (a) medical and legal assistance;
- (b) court appearances;
- (c) counselling (including financial counselling);
- (d) relocation;
- (e) making safety arrangements.

53.4.2 An Employee who supports a family member or household member experiencing Family Violence may also utilise their personal leave entitlement to accompany the family member or household member to court, to hospital, or to care for children.

53.4.3 The leave is unpaid for a casual.

53.4.4 The leave may be taken as consecutive or single days or as a fraction of a day.

53.4.5 The leave does not accumulate from year to year.

53.5 Designated contact point

Employers will have at least one designated contact point (which may be a human resources employee) for family violence matters. The designated contact point(s) will receive training in handling disclosures of family violence that will include privacy issues. Employees will be advised of the designated contact point(s).

53.6 Disclosure of Family Violence and Support

53.6.1 An affected Employee may disclose they are experiencing family violence to either their immediate supervisor or the designated contact point.

53.6.2 Where an affected Employee makes a disclosure to their immediate supervisor, the supervisor will advise the designated contact point.

53.6.3 Following consultation with the affected Employee, the relevant supervisor and designated contact point shall:

- (a)** Implement reasonable measures to manage any potential risk to health and safety. Such measures may include:
 - (i)** changing the affected Employee's hours of work, duties, location of work or contact details;
 - (ii)** advising security staff consistent with the Employer's occupational violence policy where applicable;
 - (iii)** any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

Changes to work arrangements may be agreed on a temporary or ongoing basis having regard to the circumstance. Periods of review should also be agreed.

- (b)** Offer the affected Employee access to the Employer's 'Employee Assistance Program' (EAP) and/or other available local support resources. Where possible, the EAP will include professionals trained in family violence.

- (c)** Provide information regarding current support services.

53.6.4 Where the performance or attendance of an employee at work suffers as a result of being a victim of family violence, the Employer shall:

- (a)** take into account the effect of the family violence; and
- (b)** take all reasonable measures to support attendance and / or performance

when addressing the employee's performance or attendance, taking into account all of the relevant circumstances.

53.6.5 Confidentiality

All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation.

53.7 Notice and Evidence Requirements

53.7.1 Notice requirements

The leave can be taken without prior approval where it is impractical for the employee to provide the notice of taking the leave.

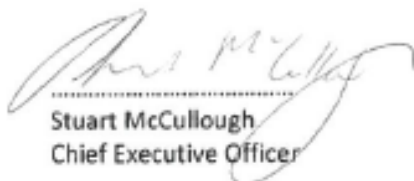
53.7.2 Evidence requirements

- (a)** An employee may be required by the Employer to provide evidence that their absence is due to the reasons specified in **clause 53.4.1 or 53.4.2**.
- (b)** If required, such evidence will be in the form of an agreed document issued by a medical practitioner, registered health practitioner, Police service, Court, Family Violence Support Service, social support service, financial counsellor or Lawyer or, where reasonable, a statutory declaration may be used.

54. LEAVE WITHOUT PAY

- 54.1** An Employee may request to take leave without pay for up to 52 weeks for personal, travel or career purposes and return to the same job or be offered a similar job on return. Such leave without pay shall be by agreement between the employer and employee.
- 54.2** The absence on leave without pay 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 under this Agreement.

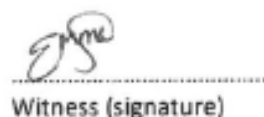
SIGNED for and on behalf of EMPLOYERS referred to in Schedule A by the authorised representative of the Victorian Hospitals' Industrial Association:


Stuart McCullough
Chief Executive Officer

88 Maribyrnong Street
Footscray VIC 3011

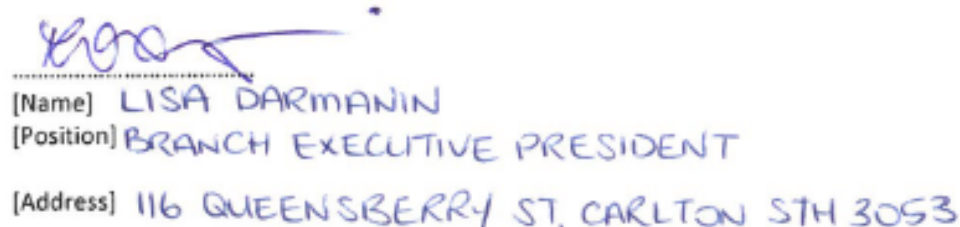
Date: 17/04/18

In the presence of:


Witness (signature)

EMMA SCOTT
Name of witness (print)

SIGNED for and on behalf of the Australian Services Union by its authorised officer:


[Name] LISA DARMANIN
[Position] BRANCH EXECUTIVE PRESIDENT
[Address] 116 QUEENSBERRY ST, CARLTON STH 3053

Date: 23/4/18

In the presence of:


Witness (signature)

PAULA DOODY
Name of witness (print)

SIGNED for and on behalf of IPC Health by its authorised officer:



Michelle Dervan
Chief People and Culture Officer

106 Station Road, Deer Park, Victoria, 3023

Date: 21.9.18

SIGNED for and on behalf of SUNRAYSIA COMMUNITY HEALTH SERVICES by its authorised officer:



Simone Heald
Chief Executive Officer

137 Thirteenth Street
MILDURA VIC 3500

Date: 21/09/2018

SIGNED for and on behalf of Link Health and Community Limited by its authorised officer:



Danielle Vitacca
Acting Chief Executive Officer

1 Jacksons Road Mulgrave

Date: 20 September 2018

SIGNED for and on behalf of Nexus Primary Health by its authorised officer:



Peter Heading
Human Resources Manager

C/- 72 Ferguson Street, Broadford 3658

24 September 2018

Date:

SIGNED for and on behalf of Central Bayside Community Health Services by its authorised officer:

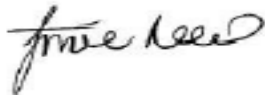

Sharon Buchanan

HR Manager

335-337 Nepean Highway Parkdale 3195

Date: 24/09/2018

SIGNED for and on behalf of Merri Health by its authorised officer:



Amie Reed

Manager, Human Resources

Ground Floor, Unit 4

19 Pentridge Boulevard, Coburg VIC 3058

25 September 2018

Date:

SIGNED for and on behalf of Primary Care Connect by its authorised officer:



Rebecca Lorains

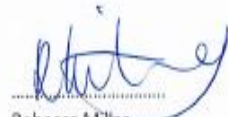
Chief Executive Officer

399 Wyndham Street

Shepparton, VIC 3630

Date: 25/9/18

SIGNED for and on behalf of Nillumbik Community Health Services trading as Carrington Health and healthAbility by its authorised officer:



Rebecca Millar

Manager People Learning and Culture

Carrington Health – 43 Carrington Road Box Hill 3128

HealthAbility – 917 Main Road Eltham 3095

Date: 26.9.2018

SIGNED for and on behalf of Castlemaine District Community Health by its authorised officer:



.....
Dianne Couch
Interim Chief Executive Officer

13 Mostyn Street
Castlemaine Vic 3450

Date: 26.9.2018

SIGNED for and on behalf of Northern District Community Health by its authorised officer:



.....
Bradley Tarr
General Manager, Corporate Services

24 Fitzroy Street, Kerang, 3579

27/09/2018
Date:

SIGNED for and on behalf of Sunbury Community Health Centre Limited by its authorised officer:



.....
Phillip Ripper
Chief Executive Officer

12-28 Macedon Street
Sunbury 3429
27 September 2018

SIGNED for and on behalf of Star Health Group Limited by its authorised officer:



.....
Jason King
Human Resources Manager

341 Coventry St, South Melbourne VIC 3205

Date: 27th September 2018

SIGNED for and on behalf of ACCESS HEALTH AND COMMUNITY by its authorised officer:



.....
JANE FRANCES SEEBER
CHIEF OPERATING OFFICER

283 CHURCH ST
RICHMOND VICTORIA 3121

Date:

27/9/18

SIGNED for and on behalf of Ballarat Community Health by its authorised officer:



.....
Robyn Reeves
Chief Executive Officer

12 Lilburne Street
Lucas VIC 3350

Date: 27th September 2018

SIGNED for and on behalf of **Your Community Health** by its authorised officer:



Penny Anderson
Chief Executive Officer

42 Separation Street
Northcote Vic 3070

Date: 27.9.18

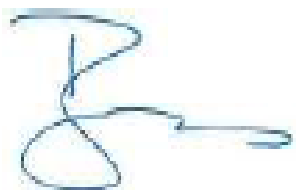


Demos Krouskos
CEO

23 Lennox Street Richmond VIC 3121

Date: 26/9/18

SIGNED for and on behalf of **Latrobe Community Health Service** by its authorised officer:



Ben Leigh
Chief Executive Officer
81-87 Buckley Street, Morwell, Victoria

Date: 27 September 2018

SIGNED for and on behalf of Cobaw Community Health Services Ltd., by its authorised officer:



Margaret McDonald
CEO

Cobaw Community Health Services Ltd.
PO Box 146
Kyneton 3444

Date: 27/09/18

Gippsland Lakes Community Health.

SIGNED for and on behalf of INSERT EMPLOYER NAME by its authorised officer:

INSERT SIGNATURE



INSERT FULL NAME ALLAN DUNN

INSERT POSITION Human Resources Officer

INSERT ADDRESS PO Box 429 Lakes Entrance
VIC 3909

INSERT DATE

Date: 27/9/18

SIGNED for and on behalf of cohealth Ltd by its authorised officer:



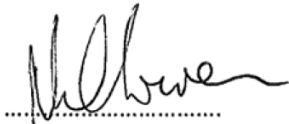
CAZ HEALY

EXECUTIVE DIRECTOR, OPERATIONS

90 MARIBYRNONG STREET, FOOTSCRAY

Date: 26 SEPTEMBER, 2019

SIGNED for and on behalf of **DPV Health Ltd** by its authorised officer:



.....
Neil Cowen
Chief Executive Officer
21-27 Hudson Circuit
Meadow Heights Vic 3048

Date: 1 October 2018

SIGNED for and on behalf of **BENDIGO COMMUNITY HEALTH SERVICES** by its authorised officer:



.....
KIM SYKES
CHIEF EXECUTIVE OFFICER

165 - 171 Hargreaves Street
BENDIGO VIC 3550

Date: **27 September 2018**

SIGNED for and on behalf of Grampians Community Health by its authorised officer:

INSERT SIGNATURE



.....
Kathleen Day
General Manager People and Community Support

8-22 Patrick Street, ~~Stawell~~ Victoria 3380

INSERT DATE

Date: 1/10/18

SIGNED for and on behalf of Ranges Health trading as Inspiro by its authorised officer:

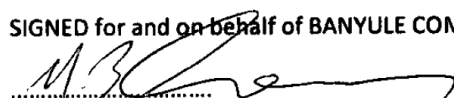


Sue Sestan
Chief Executive Officer

17 Clarke Street
Lilydale VIC 3140

Date: 25 September 2018

SIGNED for and on behalf of BANYULE COMMUNITY HEALTH by its authorised officer:




.....
MICHAEL GEARY
CEO

21 ALAMEIN ROAD
WEST HEIDELBERG

Date: 2/10/2018

SIGNED for and on behalf of Connect Health & Community by its authorised officer:

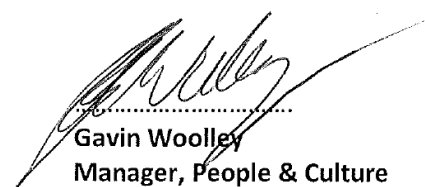


.....
Amanda Murphy
CEO

2a Gardeners Rd Bentleigh East Vic 3165

27/09/2018
Date:

SIGNED for and on behalf of Gateway Health by its authorised officer:



.....
Gavin Woolley
Manager, People & Culture

155 High Street, Wodonga, Vic 3690

Date: 27/09/2018

SIGNED for and on behalf of Bellarine Community Health Ltd by its authorised officer:



.....
Karen Michelle Harris
Executive Director – Adult & Aged Services

21-23 Palmerston St
Drysdale VIC 3222

Date: 5/10/2018

Schedule A – List of Employers

1. Access Health and Community
2. Ballarat Community Health
3. Banyule Community Health
4. Bellarine Community Health
5. Bendigo Community Health
6. Castlemaine District Community Health
7. Carrington Health
8. Central Bayside Community Health
9. Cobaw Community Health
10. cohealth
11. Connect Health and Community
12. DPV Health Ltd (formerly Dianella Community Health)
13. Your Community Health (formely Darebin Community Health)
14. Gateway Health
15. Gippsland Lakes Community Health
16. Grampians Community Health
17. Healthability (Nillumbik Community Health Service)
18. Inspiro
19. IPC Health (formerly ISIS Primary Care)
20. Latrobe Community Health Service
21. LinkHealth and Community
22. Merri Health
23. Nexus Primary Health
24. Northern District Community Health
25. North Richmond Community Health
26. Plenty Valley Community Health
27. Primary Care Connect
28. Star Health
29. Sunbury Community Health
30. Sunraysia Community Health Centre

Schedule B – CLASSIFICATIONS & PROGRESSION

DEFINITIONS

Social work includes the assisting of an individual to achieve the best possible personal, family and social adjustment, the treatment of social problems by group techniques, research into social needs and anomalies and action undertaken to correct such needs and anomalies and community organisation.

Welfare work includes:

- Information collection and provision related to benefits and services and community resources available to clients;
- Assistance in the resolution of specified problems;
- Supportive counselling to clients without complex personal problems;
- Direct service provision and care for people in residential settings, day and occasional care settings;
- Referral and liaison to other professionals and agencies;
- Community work including the organising of community facilities to meet gaps in services or developing community interest and action in providing for social welfare needs.

Community development work means working with a community (as defined) to address issues, needs and problems for that community through facilitating collective solutions, by the use of one or more of the following:

- Research and analysis of community issues, needs or problems;
- Development and maintenance of community resources;
- Community organisation;
- Development, maintenance and evaluation of community programs;
- Community policy development, interpretation and implementation;
- Community planning;
- Representation, advocacy, negotiation and mediation within and between communities, agencies, institutions and government;
- Development and maintenance of networks;
- Liaison with community groups, other workers and professionals, agencies and government;
- Development and transfer of skills and knowledge in community organisation, community education, advocacy, resource development, cultural awareness and other relevant areas, within the community (as defined);
- Public and community education and public relations;
- Preparation and distributions of written, audio-visual and other material as required;
- Administrative tasks associated with the maintenance of community projects including preparation of submissions, reports of financial documentation;

- Assisting individual members of a community in relation to other professionals, institutions, community agencies, government and other bodies;
- Community campaign development and organisation; but excluding the predominant use of direct service delivery to clients, individual casework and counselling.
- Community mean a group defined in geographical, cultural, economic, social, demographic, special interest and/or political terms and is deemed to include those based on gender, race, ethnicity, disability, workplace, residence or age and may be self-defined.

Youth work means working with or for young people towards their personal and social development during their transition from childhood to adulthood, by use of one or more of the following functions:

- Collection and distribution of materials and information pursuant to their development and need;
- Assistance in the resolution of specific problems;
- Provision of activities and facility management for leisure time;
- Liaison with and referral to other professionals and agencies;
- Supportive counselling to young people with personal problems or those confronting crisis;
- Coordination of activities or facilities for the development of independent living skills.

CLASSIFICATIONS

B.1 Social and community services employee level 1

B.1.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.

- (g) At this level, employers are expected to offer substantial internal and/or external training.

B.1.2 Responsibilities

A position at this level applies established practices and procedures.

B.1.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

- (i) developing knowledge of the workplace function and operation;
- (ii) basic knowledge of administrative practices and procedures relevant to the workplace;
- (iii) a developing knowledge of work practices and policies of the relevant work area;
- (iv) basic numeracy, written and verbal communication skills relevant to the work area;
- (v) at this level employers are required to offer substantial on-the-job training.

(b) Organisational relationships

Work under direct supervision.

(c) Extent of authority

- (i) Work outcomes are clearly monitored.
- (ii) Freedom to act is limited by standards and procedures.
- (iii) Solutions to problems are found in established procedures and instructions with assistance readily available.
- (iv) Project completion according to instructions and established procedures.
- (v) No scope for interpretation.

B.2 Social and community services employee level 2

B.2.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may

contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

B.2.2 Responsibilities

A position at this level may include some of the following:

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (f) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (g) assist with administrative functions;

B.2.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) basic skills in oral and written communication with clients and other members of the public;

- (ii) knowledge of established work practices and procedures relevant to the workplace;
- (iii) knowledge of policies relating to the workplace;
- (iv) application of techniques relevant to the workplace;
- (v) developing knowledge of statutory requirements relevant to the workplace;
- (vi) understanding of basic computing concepts.

(b) Prerequisites

- (i) an appropriate certificate relevant to the work required to be performed;
- (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
- (iii) appropriate on-the-job training and relevant experience; or
- (iv) entry point for a diploma without experience.

(c) Organisational relationships

- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under B.2.2 being undertaken;
- (ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of authority

- (i) work outcomes are monitored;
- (ii) have freedom to act within established guidelines;
- (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

B.3 Social and community services employee level 3

B.3.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (e) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (f) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

B.3.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;
- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (f) supervise a limited number of lower classified employees or volunteers;
- (g) allow the scope for exercising initiative in the application of established work procedures;
- (h) deliver single stream training programs;
- (i) co-ordinate elementary service programs;
- (j) provide assistance to senior employees;
- (k) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

- (i) undertake some minor phase of a broad or more complex assignment;
- (ii) perform duties of a specialised nature;
- (iii) provide a range of information services;
- (iv) plan and co-ordinate elementary community-based projects or programs;
- (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

B.3.3 Requirements of the job

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

- (i) thorough knowledge of work activities performed within the workplace;
- (ii) sound knowledge of procedural/operational methods of the workplace;
- (iii) may utilise limited professional or specialised knowledge;
- (iv) working knowledge of statutory requirements relevant to the workplace;
- (v) ability to apply computing concepts.

(b) Prerequisites

- (i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;
- (ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
- (iii) associate diploma with relevant experience; or
- (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

(c) Organisational relationships

- (i) graduates work under direct supervision;
- (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under B.3.2 being undertaken;
- (iii) operate as member of a team;
- (iv) supervision of other employees.

(d) Extent of authority

- (i) graduates receive instructions on the broader aspects of the work;
- (ii) freedom to act within defined established practices;
- (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

B.4 Social and community services employee level 4

B.4.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- (b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

B.4.2 Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;

- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) exercise responsibility for various functions within a work area;
- (h) provide assistance on grant applications including basic research or collection of data;
- (i) undertake a wide range of activities associated with program activity or service delivery;
- (j) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (k) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) liaise with other professionals at a technical/professional level;
 - (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (iii) lead a team within a specialised project;
 - (iv) provide a reference, research and/or technical information service;
 - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

B.4.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of statutory requirements relevant to work;
 - (ii) knowledge of organisational programs, policies and activities;
 - (iii) sound discipline knowledge gained through experience, training or education;

- (iv) knowledge of the role of the organisation and its structure and service;
- (v) specialists require an understanding of the underlying principles in the discipline.

(b) Prerequisites

- (i) relevant four year degree with one years relevant experience;
- (ii) three year degree with two years of relevant experience;
- (iii) associate diploma with relevant experience;
- (iv) lesser formal qualifications with substantial years of relevant experience; or
- (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,

(c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.

(d) Employees working as sole employees will commence at this level.

(e) Organisational relationships

- (i) works under general direction;
- (ii) supervises other staff and/or volunteers or works in a specialised field.

(f) Extent of authority

- (i) required to set outcomes within defined constraints;
- (ii) provides specialist technical advice;
- (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- (iv) solutions to problems generally found in precedents, guidelines or instructions;
- (v) assistance usually available.

B.5 Social and community services employee level 5

B.5.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

- (b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- (e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

B.5.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c) undertake a minor phase of a broader or more complex professional assignment;
- (d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (e) set priorities and monitor work flow in the areas of responsibility;
- (f) provide expert advice to employees classified at lower levels and/or volunteers;
- (g) exercise judgment and initiative where procedures are not clearly defined;
- (h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;

- (j) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (k) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (l) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (m) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (n) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (o) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (p) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;
 - (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (iv) provide reports on progress of program activities including recommendations;
 - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (vi) plan, develop and operate a community service organisation of a moderately complex nature.

B.5.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of organisational programs, policies and activities;
 - (ii) sound discipline knowledge gained through experience;
 - (iii) knowledge of the role of the organisation, its structure and services.

(b) Prerequisites

- (i) relevant degree with relevant experience;
- (ii) associate diploma with substantial experience;
- (iii) qualifications in more than one discipline;
- (iv) less formal qualifications with specialised skills sufficient to perform at this level; or
- (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(c) Organisational relationships

- (i) work under general direction;
- (ii) supervise other employees and/or volunteers.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) control projects and/or programs;
- (iii) set outcomes for lower classified staff;
- (iv) establish priorities and monitor work flow in areas of responsibility;
- (v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

B.6 Social and community services employee level 6

B.6.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

- (c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- (d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

B.6.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- (d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- (e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (f) provide advice on matters of complexity within the work area and/or specialised area;
- (g) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (h) exercise autonomy in establishing the operation of the work area;
- (i) provide a consultancy service for a range of activities and/or to a wide range of clients;

- (j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - (i) provide support to a range of activities or programs;
 - (ii) control and co-ordinate projects;
 - (iii) contribute to the development of new procedures and methodology;
 - (iv) provide expert advice and assistance relevant to the work area;
 - (v) supervise/manage the operation of a work area and monitor work outcomes;
 - (vi) supervise on occasions other specialised staff;
 - (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
 - (viii) provide consultancy services for a range of activities.

B.6.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

- (i) comprehensive knowledge of organisation policies and procedures;
- (ii) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
- (iii) specialist knowledge gained through experience, training or education;
- (iv) appreciation of the long term goals of the organisation;
- (v) detailed knowledge of program activities and work practices relevant to the work area;
- (vi) knowledge of organisation structures and functions;
- (vii) comprehensive knowledge of requirements relevant to the discipline.

(b) Prerequisites

- (i) degree with substantial experience;
- (ii) post graduate qualification;
- (iii) associate diploma with substantial experience;
- (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(c) Organisational relationships

- (i) works under limited direction from senior employees of the Committee of Management or Board;
- (ii) supervision of staff.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) may manage a work area or medium to large organisation or multi-worksite organisation;
- (iii) has significant delegated authority;
- (iv) selection of methods and techniques based on sound judgment;
- (v) manage significant projects and/or functions;
- (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

B.7 Social and community services employee level 7

B.7.1 Characteristics of the level

- (a) A person employed as a Community services employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- (b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- (f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

B.7.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (c) develop work practices and procedures for various projects;
- (d) establish work area outcomes;
- (e) prepare budget submissions for senior officers and/or the organisation;
- (f) develop and implement significant operational procedures;
- (g) review operations to determine their effectiveness;
- (h) develop appropriate methodology and apply proven techniques in providing specialised services
- (i) where prime responsibility lies in a professional field an officer at this level:
 - (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - (ii) provides a consultancy service to a wide range of clients;
 - (iii) functions may involve complex professional problem solving;
 - (iv) provides advice on policy method and contributes to its development.

B.7.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) comprehensive knowledge of policies and procedures;
 - (ii) application of a high level of discipline knowledge;
 - (iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
 - (iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or

- (v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(b) Organisational relationships

- (i) works under limited direction;
- (ii) normally supervises other employees and establishes and monitors work outcomes.

(c) Extent of authority

- (i) may manage section or organisation;
- (ii) has significant delegated authority;
- (iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

B.8 Social and community services employee level 8

B.8.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- (b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- (c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

- (g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

B.8.2 Responsibilities

A position at this level may include some of or similar responsibilities to:

- (a) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (f) administer complex policy and program matters;
- (g) may offer consultancy service;
- (h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - (i) contribute to the development of operational policy;
 - (ii) assess and review the standards of work of other specialised personnel/external consultants;
 - (iii) initiate and formulate organisational programs;
 - (iv) implement organisational objectives within corporate goals;
 - (v) develop and recommend ongoing plans and programs.

B.8.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

- (i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
- (ii) detailed knowledge of statutory requirements.

(b) Prerequisites

- (i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
- (ii) substantial post graduate experience;
- (iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
- (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

PROGRESSION

B.9.1 An employee will be eligible for progression from one increment to the next within a classification level if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months continuous employment at each increment within the level and:

- (a) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or
- (b) where an employer has adopted a staff development and performance appraisal scheme (SDPAS) and the employer has determined that the employee has demonstrated satisfactory performance to meet the objectives determined in the Employer's SDPAS for the prior 12 months' continuous employment.

B.9.2 Movement to a higher classification level will only occur by way of promotion or re-classification.

B.9.3 For the avoidance of doubt, **continuous employment** does not include periods of unpaid leave/ absences. Further, for the purposes of a casual, a week where a casual employee has not worked with the employer is deemed to be equivalent to unpaid leave/absence under this clause.

B.9.4 Process for an SDPAS

- (a) Where an employer has adopted a SDPAS, discussions should take place with the employee, within 3 months, on the requirements of the SDPAS.

- (b) An annual review will be undertaken by the employer in order to assess the employee's progression within the class.
- (c) Where an employer has an annual SDPAS that is not conducted when each employee has completed 12 months continuous employment, the employee will be paid the incremental increase (if any is awarded through the SDPAS) retrospectively to when the employee completed 12 months continuous employment.
- (d) Where the Employer holds concerns as to whether the Employee is performing to a satisfactory standard, deferral or refusal of progression may occur, save that it shall not occur unreasonably or arbitrarily. It will be considered unreasonable if the Employer has not previously advised the employee:
 - (i) That the performance is not satisfactory;
 - (ii) That the performance must improve; and
 - (iii) That in the event that performance does not improve to a satisfactory level; that refusal or deferral of progression may occur.

B.9.5 Nothing in this clause prevents an employer from automatically progressing an employee from one increment to the next upon the completion of 12 months continuous employment.

SCHEDULE C – WAGES & ALLOWANCES

WAGE RATES					
Date of increase ->	FFPPOA 1 July 2016	FFPPOA 1 July 2017	FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020
% increase ->	2.60%	3.30%	Percentage (%) as determined by the Fair Work Commission in the 2018 annual wage review	Percentage (%) as determined by the Fair Work Commission in the 2019 annual wage review	Percentage (%) as determined by the Fair Work Commission in the 2020 annual wage review
CLASSIFICATION					
Social and Community Services Level Employee 1			Wage rates to be calculated	Wage rates to be calculated	Wage rates to be calculated
Pay Point 1	731.50	755.60			
Pay Point 2	756.10	781.10			
Pay Point 3	783.30	809.10			
Pay Point 4*	N/A	826.60			
Social and Community Services Level Employee 2					
Pay Point 1	783.30	809.10			
Pay Point 2	807.70	834.40			
Pay Point 3	832.30	859.80			
Pay Point 4	854.60	882.80			
Pay Point 5*	N/A	900.30			
Social and Community Services Level Employee 3					
Pay Point 1	854.60	882.80			
Pay Point 2	879.20	908.20			
Pay Point 3	897.90	927.50			
Pay Point 4	916.30	946.50			
Pay Point 5*	N/A	964.00			
Social and Community Services Level Employee 4					
Pay Point 1	940.90	971.90			
Pay Point 2	965.40	997.30			
Pay Point 3	990.20	1022.90			
Pay Point 4	1012.30	1045.70			
Pay Point 5*	N/A	1063.20			
Social and Community Services Level Employee 5					
Pay Point 1	1037.00	1071.20			
Pay Point 2	1059.20	1094.20			
Pay Point 3	1083.90	1119.70			
Pay Point 4*	N/A	1137.20			
Social and Community Services Level Employee 6					

Pay Point 1	1108.60	1145.20			
Pay Point 2	1133.20	1117.60			
Pay Point 3	1157.70	1195.90			
Social and Community Services Level Employee 7					
Pay Point 1	1182.30	1221.30			
Pay Point 2	1207.10	1246.90			
Pay Point 3	1231.70	1272.30			
Social and Community Services Level Employee 8					
Pay Point 1	1265.10	1297.60			
Pay Point 2	1280.70	1323.00			
Pay Point 3	1305.50	1348.60			

Notes:

The [Equal Remuneration Order \(https://www.fwc.gov.au/documents/awardsandorders/html/pr525485.htm\)](https://www.fwc.gov.au/documents/awardsandorders/html/pr525485.htm) will be applied to the wage rates outlined above, save that it will apply 6 months earlier on the FFPPOA 1 July each year.

The Victorian Hospitals Industrial Association will issue a salary circular to Community Health Centres outlining the wage rates payable under this Agreement in accordance with the translations provided by Community Health Centres. The ASU will be consulted regarding the wage rates before they are issued.

* denotes a new pay point introduced on the FFPPOA 1 July 2017.

ALLOWANCES						
Date of increase ->	1/07/2014 (current rate)	FFPPOA 1 July 2016	FFPPOA 1 July 2017	FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020
Percentage % increase ->		2.6%	3.30%	As determined by the Fair Work Commission in the 2018 annual wage review	As determined by the Fair Work Commission in the 2019 annual wage review	As determined by the Fair Work Commission in the 2020 annual wage review
On call allowance						
<i>Monday - Friday</i>	22.40	23.00	23.80	Allowances to be calculated	Allowances to be calculated	Allowances to be calculated
<i>Any Other Period (Public Holiday & Sat/Sunday)</i>	44.80	46.00	47.50			
Sleepover Allowance						
Social Workers and Community Development Workers	60.45	62.00	64.00			
Youth Workers	52.70	54.10	55.90			
Welfare Workers	49.60	50.90	52.60			
Travel Allowance						

<u>Non-rotary Engine</u>						
> than 3 litres	92.14 cents	94.54 cents	97.66 cents			
> 2 litres but < than 3 litres	87.90 cents	90.19 cents	93.16 cents			
>1.6 litres but <2 litres	85.30 cents	87.52 cents	90.41 cents			
1.6 litres or less	75.31 cents	77.27 cents	79.82 cents			
<u>Rotary Engine</u>						
> 1.5 litres	92.14 cents	94.54 cents	97.66 cents			
> 1 litre but < than 1.5 litres	87.90 cents	90.19 cents	93.16 cents			
>.08 litres but < than 1 litre	85.30 cents	87.52 cents	90.41 cents			
0.8 litres or less	75.31 cents	77.27 cents	79.82 cents			
Meal Allowance						
After 1 hour of overtime	9.18	9.42	9.73			
After 4 hours of overtime	7.23	7.42	7.66			
After 5 hours on a Saturday	9.18	9.42	9.73			
After 9 hours on a Saturday	7.23	7.42	7.66			
After being recalled & working 2 hours work	9.18	9.42	9.73			

Maximum Leave loading	Current rate	FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020
Increase		Percentage (%) as determined by the Fair Work Commission in the 2018 annual wage review	Percentage (%) as determined by the Fair Work Commission in the 2019 annual wage review	Percentage (%) as determined by the Fair Work Commission in the 2020 annual wage review
Weekly Figure	1637.20	Weekly figure to be calculated	Weekly figure to be calculated	Weekly figure to be calculated

Schedule D—Supported Wage System

- D.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.
- D.2** In this schedule:
- D.2.1** approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- D.2.2** assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
- D.2.3** disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- D.2.4** relevant minimum wage means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged.
- D.2.5** supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au.
- D.2.6** SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate.
- D.3 Eligibility criteria**
- D.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- D.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.
- D.4 Supported wage rates**
- D.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause 1.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

D.4.2 Provided that the minimum amount payable must be not less than \$84 per week.

D.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

D.5 Assessment of capacity

D.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

D.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

D.6 Lodgement of SWS wage assessment agreement

D.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Commission.

D.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.

D.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

D.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will

be entitled to the same terms and conditions of employment as other workers covered by this agreement on a pro rata basis.

D.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

D.10 Trial period

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$84 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) 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
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/1556

Applicant:

Victorian Hospitals' Industrial Association on behalf of the Employers listed in Schedule A of the Agreement.

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

Each Employer listed in Appendix B gives the following undertakings in respect to the *Community Health Centre (Stand Alone Services) Social and Community Service Employees Multi Enterprise Agreement 2017* ("the Agreement"):

HOURS OF WORK AND RELATED MATTERS

1. Sleepover

- (a) An employee may refuse a sleepover when seven days' notice is given but only with reasonable cause.
- (b) A sleepover will be a continuous period of not less than 6 hours but not more than eight hours.
- (c) Where a sleepover is completed by an employee and no work is undertaken the sleepover allowance specified in Schedule B of the Agreement will apply. However, where a sleepover is completed by an employee and work is undertaken, the employee will be paid an allowance of \$45.45 and be paid for the time worked at the prescribed overtime rates (in accordance with clause 36.4 of the Agreement) for a minimum of one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate (in accordance with clause 36.4 of the Agreement) for the duration of the work.
- (d) An employer may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work. This payment is in addition to the payments outlined at (c) above.

2. Broken shift

- (a) A broken shift means a shift worked by an employee that includes one or more breaks (other than a meal break).
- (b) Where an employee works a broken shift, such employee will get paid the higher of:
 - (i) Payment for a broken shift in accordance with clause 34 (Penalty Rates for Shift Work), clause 35 (Saturday and Sunday Work), clause 36.4 (Overtime) and clause 51.5 (Public Holidays) of the Agreement; or

- (ii) Payment for a broken shift in accordance with the below:
1. Payment for the broken shift will be at ordinary pay with shift penalty rates (in accordance with clause 34 of the Agreement) being determined by the finishing time of the broken shift hours that are ordinary hours and fall between Monday to Friday.
 2. Payment for ordinary hours on a Saturday and/or Sunday will be paid in accordance with clause 35 of the Agreement.
 3. Payment for ordinary hours on a Public Holiday will be paid in accordance with clause 51.5 of the Agreement. Saturday, Sunday and/or Shift Penalties do not apply on top of this payment.
 4. Ordinary hours performed beyond a span of 12 hours for a broken shift will be paid at double time. Where such work is performed on a public holiday the ordinary hours will be paid at double time and a half. Saturday, Sunday, Shift and/or Public Holiday penalties do not apply on top of this payment.
 5. Where the total hours of a broken shift worked by an employee exceed the maximum shift length of 10 hours, overtime will be payable (in accordance with clause 36.4 of the Agreement) for the hours in excess of 10. Provided that a minimum rate of double time will apply to the hours.
 6. For the avoidance of doubt, when overtime hours apply to part of a broken shift, Shift Penalties are only applicable provided that the ordinary hours that do not attract an overtime penalty meet the definitions specified in clause 34 of the Agreement. Further, Shift Penalties are only payable for the hours that are deemed ordinary hours.

3. Excursions – overnight stays

- (a) The below clauses only apply where an employee agrees to supervise clients in excursion activities involving overnight stays from home (for example, a camp).

(b) Weekend Excursions

- (i) Where an employee performs a Weekend Excursion, such employee will be paid in accordance with clause 32 (Sleepover and Sleep Away from Home Due to Work), clause 34 (Penalty Rates for Shift work), clause 35 (Saturday and Sunday Work), clause 36.4 (Overtime) and clause 51.5 (Public Holidays) of the Agreement.
- (ii) Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

(c) Monday to Friday excursions

Where an Employee is engaged in an Excursion Monday to Friday, such Employee will get paid the higher of:

- (i)** Payment for an excursion in accordance with clause 32 (Sleepover and Sleep Away from Home Due to Work), clause 34 (Penalty Rates for Shift Work), clause 35 (Saturdays and Sunday Work), clause 36.4 (Overtime) and clause 51.5 (Public Holidays) of the Agreement; or
- (ii)** Payment for an excursion in accordance with the below:
 - 1. Payment will be made at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - 2. For hours worked beyond the maximum of 10 hours per day and outside 8.00am to 6.00pm between Monday to Friday only, overtime is applicable in accordance with clause 36.4 of the Agreement. Therefore, Shift Penalties in accordance with clause 34 of the Agreement do not apply.
 - 3. The employer and employee may agree to accrual of time instead of overtime payments.
 - 4. Payment of the sleepover allowance in accordance with clause 32 of the Agreement.

PENALTY RATES AND OVERTIME

4. Penalty rates for Shiftwork

For the purposes of clause 34.1.3 and 34.2.1(b) of the Agreement, a night shift will also include a shift that commences before 6.00am.

5. Overtime on a Sunday

For the purposes of clause 36.4, overtime work performed on a Sunday will be paid at a rate of double time.

6. Maximum Hours per shift

An employee can only work a maximum of 10 ordinary hours per shift, the hours in excess of 10 will be deemed overtime and be paid in accordance with clause 36.4 of the Agreement.

7. Time off in lieu of overtime

If, on termination of the employee's employment, time off in lieu in accordance with clause 36.5 of the Agreement has not been taken, 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.

8. Recall to work overtime

For the purposes of clause 37.1 of the Agreement, where an employee is recalled to duty and has to return to the workplace, the minimum payment will be two hours in accordance with the rates specified in clause 37.1 of the Agreement.

LEAVE AND PUBLIC HOLIDAYS

9. Personal/Carers Leave

Subclause 41.2.1, will operate subject to the National Employment Standards (NES), and employees will not receive less than what is prescribed by the NES.

10. Public holidays

If, on termination of the employee's employment, time off in lieu in accordance with clause 51.5.2 of the Agreement has not yet been taken, 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.

WAGES

- 12.** The wage rate for Level 6, Pay Point 2 outlined in Schedule B of the Agreement for the FFPPOA 1 July 2017 should read \$1170.60.
- 13.** Appendix A clarifies the minimum wage rates payable under Schedule B of the Agreement.

ALLOWANCES

- 11.** For purposes of clause 25 of the Agreement, on the first full pay period on or after 1 July 2017, an employee will be paid the following meal allowances (as applicable to the circumstance):

After 1 hour of overtime	\$12.48
After 4 hours of overtime	\$12.48
After 5 hours on a Saturday	\$12.48
After 9 hours on a Saturday	\$12.48
After being recalled & working 2 hours work	\$12.48

INDIVIDUAL FLEXIBILITY ARRANGEMENT

For the avoidance of doubt, nothing in this undertaking limits the ability of an employee and employer from agreeing to an Individual Flexibility Arrangement.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

APPENDIX A

1. An employer must pay an employee no less than either:
 - (a) the minimum wage for the relevant classification in the Agreement, or
 - (b) the minimum wage in the Social and Community Services - Victoria - Award 2000 for the classification concerned.

whichever is higher.

The above payment shall be referred to as the '**Transitional Minimum Wage**'.

2. An employer must apply any increase in minimum wages by the Fair Work Commission to the Social and Community Services Sector employees in the Social, Community, Home Care and Disability Services Industry Award 2010 to the amounts in clause 1 (**except for the Agreement minimum wages already specified in Schedule A of the Agreement for the FFPPOA 1 July 2016 and FFPPOA 1 July 2017**).
3. In addition, to the Transitional Minimum Wage in clause 1:
 - (a) From the first full pay period on or after 1 July 2016 until the final pay period immediately before 1 July 2017, a payment equal to the difference between the Final Rate in clause 4.2 of Appendix A and the Transitional Minimum Wage in clause 1 of Appendix A, as increased from time to time, for the relevant classification in the Agreement, divided by nine then multiplied by five.
 - (b) From the first full pay period on or after 1 July 2017 until the final pay period immediately before 1 July 2018, a payment equal to the difference between the Final Rate in clause 4.2 of Appendix A and the Transitional Minimum Wage in clause 1 of Appendix A, as increased from time to time, for the relevant classification in the Agreement, divided by nine then multiplied by six.
 - (c) From the first full pay period on or after 1 July 2018 until the final pay period immediately before 1 July 2019, a payment equal to the difference between the Final Rate in clause 4.2 of Appendix A and the Transitional Minimum Wage in clause 1 of Appendix A, as increased from time to time, for the relevant classification in the Agreement, divided by nine then multiplied by seven.
 - (d) From the first full pay period on or after 1 July 2019 until the final pay period immediately before 1 July 2020, a payment equal to the difference between the Final Rate in clause 4.2 of Appendix A and the Transitional Minimum Wage in clause 1 of Appendix A, as increased from time to time, for the relevant classification in the Agreement, divided by nine then multiplied by eight.

4. Final Rates

- 4.1 The payments in clause 4.2 of Appendix A shall be referred to as the "Final Rate".
- 4.2 From the first full pay period on or after 1 July 2020, the employer must pay an employee:
 - (a) the applicable minimum wage in Schedule A of the Agreement (as adjusted), and

- (b) a Final Equal Remuneration Payment equal to the following percentage of the applicable minimum wage in Schedule A of the Agreement:

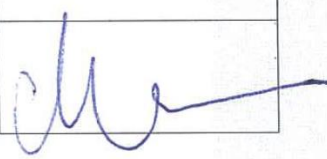
Classification in Schedule B of the Agreement	Final Equal Remuneration Payment Percentage
Social and community services employee level 2	23%
Social and community services employee level 3	26%
Social and community services employee level 4	32%
Social and community services employee level 5	37%
Social and community services employee level 6	40%
Social and community services employee level 7	42%
Social and community services employee level 8	45%

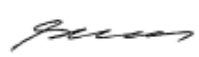
- 4.3 The Final Rate in clause 4.3 of this Appendix is equal to the following percentage of the minimum wage in Schedule A of the Agreement:

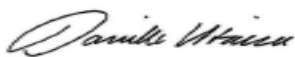
Classification in Schedules B of the Agreement	Final Rate Percentage
Social and community services employee level 2	123%
Social and community services employee level 3	126%
Social and community services employee level 4	132%
Social and community services employee level 5	137%
Social and community services employee level 6	140%
Social and community services employee level 7	142%
Social and community services employee level 8	145%

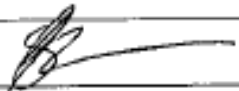
- 4.4 Appendix A must be read in conjunction with clause 20.2 of the Agreement.

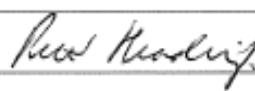
APPENDIX B

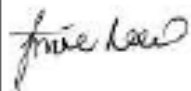
Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Michelle Dervan	Chief People and Culture Officer	IPC Health	

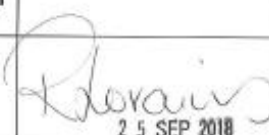
Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Simone Heald	Chief Executive Officer	Sunraysia Community Health Services	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Danielle Vitacca	Acting CEO	Link Health and Community Limited	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Sharon Buchanan	HR Manager	Central Bayside Community Health Services	

Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Peter Heading	Human Resources Manager	Nexus Primary Health	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Amie Reed	Manager, Human Resources	Merri Health	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Rebecca Lorains	Chief Executive Officer	Primary Care Connect	 25 SEP 2018


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Rebecca Millar	Manager People Learning and Culture	Nillumbik Community Health Services Pty Ltd trading as Carrington Health and healthAbility	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Dianne Couch	Interim CEO	Castlemaine District Community Health	


26.9.18

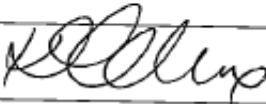
Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Bradley Tarr	General Manager, Corporate Services	Northern District Community Health	

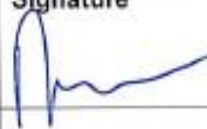
Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Phillip Ripper	CEO	Sunbury Community Health Centre Limited	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Jason King	Human Resources Manager	Star Health Group Limited	


Employee Name	Position Employee	of	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
JANE FRANCES SEEBER	CHIEF OPERATING OFFICER		ACCESS HEALTH AND COMMUNITY	

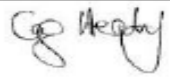
Employee Name	Position Employee	of	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Robyn Reeves	Chief Executive Officer		Ballarat Community Health	

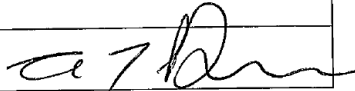
Employee Name	Position Employee	of	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Karen Tavoraro	HR Manager		Your Community Health	

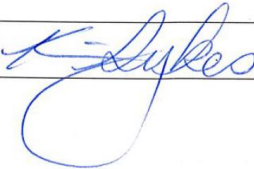
Employee Name	Position Employee	of	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Demos Krouskos	CEO		North Richmond Community Health	


Employee Name	Position Employee	of	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Ben Leigh	Chief Executive Officer		Latrobe Community Health Service	


Employee Name	Position Employee	of	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Margaret McDonald	CEO		Cobaw Community Health Services Ltd.	


Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
CAZ HEALY	EXECUTIVE DIRECTOR, OPERATIONS	COHEALTH LTD	

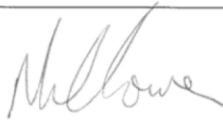
Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Allan Dunn	Human Resources Officer	Gippsland Lakes Community Health	

Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
KIM SYKES	CHIEF EXECUTIVE OFFICER	BENDIGO COMMUNITY HEALTH SERVICES	

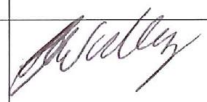

Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Kathy Day	General Manager People and Community Support	Grampians Community Health	

Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Sue Sestan	CEO	Inspiro CHS	

Employee Name	Position of Employee	Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Rachel Rouch	General Manager People and Culture	Banyule Community Health	

Employee Name	Position Employee	of Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Jennine Lane	General Manager People & Culture DPV Health	Neil Cowen Chief Executive Officer DPV Health	

Employee Name	Position Employee	of Authorised to provide this undertaking on behalf of the Employer listed below	Signature
INSERT FULL NAME ANANDA MURPHY	INSERT POSITION CEO	INSERT EMPLOYER NAME CONNECT HEALTH + COMMUNITY	INSERT SIGNATURE 

Employee Name	Position Employee	of Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Gavin Woolley	Manager, People & Culture	Gateway Health	
Leigh Rhode	CEO		

Employee Name	Position Employee	of Authorised to provide this undertaking on behalf of the Employer listed below	Signature
Karen Harris	Executive Director Adult + Aged Services	Bellarine Community Health Ltd.	