



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Hunter Primary Care Limited
(AG2021/149)

HUNTER PRIMARY CARE AGREEMENT 2021

Health and welfare services

DEPUTY PRESIDENT DEAN

SYDNEY, 11 FEBRUARY 2021

Application for approval of the Hunter Primary Care Agreement 2021.

[1] An application has been made for approval of an enterprise agreement known as the *Hunter Primary Care Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Hunter Primary Care Limited. The Agreement is a single enterprise agreement.

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

[3] The flexibility term contained in clause 11.1 of the Agreement does not comply with the requirements of s.203 of the Act. In accordance with s.202(4) of the Act the model flexibility term is taken to be a term of the Agreement.

[4] I note that clauses 19.11.1 (Parental Leave) and 19.2.3 (Carer's Leave) of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 3 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Australian Nursing and Midwifery Federation New South Wales Branch, the Health Services Union, being bargaining representatives for the Agreement, have given notices under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 February 2021. The nominal expiry date of the Agreement is 17 February 2024.

The image shows a handwritten signature in cursive script to the left of a circular official seal. The seal features the text 'THE SEAL OF THE FAIR WORK COMMISSION' around the perimeter and the Australian coat of arms in the center, with the word 'AUSTRALIA' written below it.

DEPUTY PRESIDENT

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Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

Hunter
PRIMARYCARE



Hunter Primary Care Agreement 2021

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26. SIGNATURES..... ERROR! BOOKMARK NOT DEFINED.

1. TITLE

This Agreement shall be known as the Hunter Primary Care Agreement 2021 (the “Agreement”).

2. COVERAGE AND APPLICATION

The parties to this Agreement shall be Hunter Primary Care Limited (the “Company”) and all of its employees who are employed in the classifications identified in Appendix A and whose rate of remuneration is within the remuneration range for the applicable classification identified in Appendix B of this Agreement.

This Agreement is in full substitution for any and all Awards, previous Agreements or State employment and industrial legislation (other than such legislation mentioned within this Agreement) that may otherwise apply.

The parties acknowledge that the pay, conditions and other benefits contained within this Agreement completely and favourably offset all award conditions including annual leave loading and allowances unless specifically provided for in this Agreement.

Where any policy, code, procedure or other administrative arrangements are mentioned in this Agreement, the terms thereof do not form an express or implied term of this Agreement.

3. NES PRECEDENCE

This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

4. NO REDUCTION

Nothing contained in this Agreement shall operate to reduce the wages of any employee who, at the date of approval of this Agreement, was being paid a higher salary/wage rate than the minimum prescribed for their class of work in this Agreement.

5. DURATION

This Agreement shall operate from the first full pay period that falls at least seven (7) days on or after approval by the Fair Work Commission and remain in force for a period of three (3) years. The Agreement shall remain in force thereafter until such time that the Agreement is varied, rescinded or replaced.

The parties agree to commence negotiations for a new agreement no later than three months prior to the nominal expiry date of this Agreement.

6. NO EXTRA CLAIMS

During the term of this Agreement the parties agree that there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by this Agreement.

7. SAVINGS

The increases in remuneration contained in this Agreement may be absorbed into any over-agreement arrangements where they exist.

8. POSTING OF AGREEMENT

A copy of this Agreement will be made available to all employees covered by the Agreement in an electronic format.

9. OBJECTIVES

Hunter Primary Care Limited is a not-for-profit organisation that supports people to live a healthy life. Our goal is to help clients and patients get the right care, at the right place and at the right time. The Company and its people are committed to improving health outcomes in the communities that we serve. This requires the Company and its people to be innovative, flexible and committed. The Company and its people need to be looking for and successfully tendering for new opportunities to secure funding to help the Company to achieve its goals and continue to make a real difference to the health and well-being of the community.

The majority of Company revenue is by way of funding agreements with government and non-government organisations to deliver specific outcomes over a set period of time and this impacts on the Company's ordinary and customary turnover of labour.

The objectives of this agreement are to:

- 1) reflect and reinforce the Company values of Respect, Excellence, Integrity and Recognition;
- 2) provide fair and attractive conditions of employment to recognise and reward employees for their contributions and support employees to develop personally and professionally;
- 3) attract and retain quality employees who are passionate about improving the health of the community;
- 4) provide flexibility for the employees and the Company in an increasingly complex and competitive environment; and
- 5) provide conditions that promote and protect the health, safety and wellbeing of employees.

10. DEFINITIONS AND INTERPRETATION

Act refers to the *Fair Work Act 2009* (Cth).

Agreement means the Hunter Primary Care Agreement 2020.

Base rate of pay means the hourly rate or annual salary payable for the employee's position as listed in Schedule B – Salary Tables. The base rate excludes loadings; monetary allowances; shift penalties, casual loading; or any other separately identifiable amounts.

Company means Hunter Primary Care Limited ABN 27 061 783 015 and includes all services and programs provided by Hunter Primary Care Limited under the Company name or a registered trading name of the Company.

Executive Manager means a manager appointed as such who is a part of the executive management team and who has formal delegated authority as an executive manager.

FWC means the Fair Work Commission

Medical Practitioner means a medical practitioner who is registered with the Australian Health Practitioner Regulation Authority.

Mutual agreement means agreement that is reached after individuals have been fully informed of the issues under consideration, including alternatives that are available or feasible. Mutual agreement is achieved when managers and employees have entered into arrangements after full and open discussions, free of any coercion.

NES refers to the National Employment Standards in the *Fair Work Act 2009*.

Ordinary working hours refers to the pattern of hours, including start time, finish time and days of the week that an employee has agreed with his or her manager.

Pay Period means a period of two (2) weeks starting on a Monday and ending on a Sunday.

Shiftwork is work that is carried out on week day evenings and nights, weekends and public holidays as part of a formal roster for the delivery of out-of-hours services. Shiftwork will normally commence after 12 noon, Monday to Friday, and at any time on Saturdays, Sundays and Public Holidays. Shiftwork does not include the extension of day-time services into the early evening on normal business days. Shiftwork does not include occasional weekend or evening work associated with an employee's normal day-time role, e.g. meetings and community events.

11. FLEXIBILITY AT WORK

11.1 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 1) The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement about:
 - a. arrangements about when work is performed;
 - b. penalty rates;
 - c. allowances;
 - d. time-in-lieu; and/or
 - e. accrued days off.
- 2) The arrangement must be in writing and be in accordance with the requirements of the Act.
- 3) The arrangement must include the name of the Company and the employee and be signed by both parties.
- 4) The arrangement must meet the genuine needs of the Company and employee.
- 5) The arrangement must not compromise the health and well-being of the employee.
- 6) There must be genuine agreement between the Company and employee.
- 7) The employee must be better off overall as a result of the arrangement.
- 8) The arrangement must include details about:
 - a. the terms of the Agreement that will be varied by the arrangement;
 - b. how the arrangement will vary the effect of the terms; and
 - c. how the employee will be better off overall as a result of the arrangement.
- 9) The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10) The Company or the employee may terminate the individual flexibility arrangement:
 - a. by giving no more than 28 days (four weeks) written notice to the other party to the arrangement; or
 - b. if the Company and employee agree in writing, at any time.

11.2 OTHER FLEXIBLE WORKING ARRANGEMENTS

The Company is supportive of flexible work arrangements and will seek to accommodate any reasonable requests, irrespective of the reason for the request, that are compatible with, and do not adversely impact, operational requirements.

Employees have a right to request flexibility in specific circumstances in accordance with the NES. The Company may decline such requests when there are reasonable business grounds to do so. Reasonable business grounds include, but are not limited to, cost, lack of adequate replacement staff, loss of efficiency, impact on client service and/or operations, and employee wellbeing and safety.

12. FORMS OF EMPLOYMENT

Employment may be full-time, part-time, casual or temporary.

12.1 FULL-TIME EMPLOYEES

A full-time hourly employee is an employee who is engaged to work 38 hours per week or an average of 38 hours per week over a period that aligns with the Company pay periods or rostering arrangements.

A full-time salaried employee is an employee who is engaged to work 5 days per week based on a nominal 38 hours per week (7.6 hours per day) or an average of 38 hours per week pursuant to an Accrued Day Off arrangement in accordance with clause 14.6.

12.2 PART-TIME EMPLOYEES

- 1) A part-time employee is an employee who is employed as such and is engaged to work less than the full-time hours of an average of 38 hours per week and who has reasonably predictable hours of work.
- 2) Minimum hours of work for a part-time employee will be no less than an average of three (3) days or three (3) shifts over a four-week roster. Employees who are working less than an average of three (3) days or shifts over a four-week roster period on commencement of this Agreement will be permitted to continue with their current contracted hours as the acceptable minimum number of days/shifts.
- 3) Before commencing employment, the Company will inform the part-time employee of the minimum number of hours to be worked each week and, if practicable, the days of the week the employee will be required to work.
- 4) Where part-time employees attend a meeting outside of their ordinary hours of work, they will be paid for the actual hours of attendance or a minimum of one (1) hour, whichever is the greater unless the meeting is adjacent to rostered hours of work in which case, will be paid for the actual time of attendance at the meeting. Where part-time employees attend meetings that are not during, or adjacent to, rostered hours of work, they will be paid for their travel time to and from the workplace if physical attendance is required. Where appropriate, such meetings will be conducted by video conferencing or telephone.
- 5) All time worked by part-time hourly employees in excess of the minimum number of hours agreed in paragraph 3) above, will be compensated in accordance with clause 14.7.
- 6) The terms of this Agreement will apply on a pro-rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

12.3 CASUAL EMPLOYEES

- 1) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time or full-time employee to work up to and including 38 ordinary hours per week.

- 2) A casual employee will usually work an irregular pattern of hours in accordance with the needs of the Company.
- 3) Casual employees will be engaged on a shift per shift basis where the engagement begins at the beginning of the shift and ends at the end of the shift. The terms and conditions set out in this Agreement that apply to Casual employees will apply to casual employment during each period that the casual employee is engaged to perform work.
- 4) The base rate of pay for a casual employee will be equivalent to the hourly base rate appropriate to the employee's classification.
- 5) In addition to the base rate of pay, a loading of 25% of the base rate will be paid in full compensation for paid leave entitlements that are otherwise paid to full-time and part-time employees.
- 6) A casual employee who is a shiftworker will be paid shift allowances calculated on the base rate of pay, which excludes the casual loading of 25%, i.e. shift penalties and the casual loading are both calculated on the base rate of pay.
- 7) The minimum period of engagement of a casual employee is two (2) hours excluding any time to attend meetings.
- 8) Where casual employees are required to attend meetings outside of their of their rostered hours of work, they will be paid for the actual hours of attendance at the employee's casual rate of pay or one (1) hour, whichever is the greater. Where casual employees attend meetings that are not during, or adjacent to, rostered hours of work, they will be paid for travel time to and from the workplace if physical attendance is required. Where appropriate, such meetings will be conducted by video conferencing or telephone.
- 9) Where a casual employee has been rostered to work by the Company and the engagement is cancelled within two (2) hours of commencing the rostered shift, the casual employee will be paid for a minimum of two (2) hours of work, including shift penalties if applicable.
- 10) Casual employees are excluded from all paid leave provisions in this Agreement unless specifically provided for.
- 11) Casual employees are entitled not to be available to work for periods of time that have been agreed with the Company. The Company will not terminate the employment of a casual employee for reasons of unavailability where the casual employee meets the following requirements:
 - a. inform the Company as soon as reasonably practicable when they are unable to be available to work due to injury, illness, carer responsibilities, compassionate reasons or community emergency services; and
 - b. seek approval from the Company to be unavailable to work for other reasons such as holidays and educational commitments with sufficient notice for the Company to review and manage workforce requirements for the proposed period of unavailability. Approval of such requests is at the discretion of the Company and will be assessed on a case by case basis.
- 12) A casual employee who applies to fill advertised vacant shifts on an ongoing basis will be required to change employment status to part-time or full-time employment, as appropriate.

12.3.1 CASUAL CONVERSION

- 1) A person engaged by the Company as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- 2) A regular casual employee is a casual employee who has in the preceding period of six (6) months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.

- 3) A regular casual employee who has worked equivalent full-time hours over the preceding period of six (6) months' casual employment may request to have their employment converted to full-time employment.
- 4) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of six (6) months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 5) Any request under this clause must be in writing and provided to the Company.
- 6) Where a regular casual employee seeks to convert to full-time or part-time employment, the Company may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- 7) Reasonable grounds for refusal include that:
 - a. it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in paragraph 2);
 - b. it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - c. it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - d. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- 8) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 9) Where the Company refuses a regular casual employee's request to convert, the Company must provide the casual employee with the Company's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the Company's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 22.
- 10) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Company and employee must discuss and record in writing:
 - a. the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - b. if it is agreed that the employee will become a part-time employee, the matters referred to in clause 12.2.
- 11) The conversion will take effect from the start of the next pay period following such agreement being reached unless otherwise agreed.
- 12) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the Company.
- 13) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

- 14) Nothing in this clause requires the Company to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

12.4 SPECIFIED TERM OR SPECIFIED TASK (TEMPORARY) EMPLOYEES

- 1) A specified term or specified task (temporary) employee may be engaged on a full-time or part-time basis. The term of employment for temporary employees is usually aligned to funding arrangements for the position, to provide relief for periods of longer-term leave such as, but not limited to, parental leave, or to undertake a specific project or task.
- 2) Temporary employment provides for the ordinary and customary turnover of labour at the Company related to the natural cessation of funding agreements, projects and other short-term needs of the Company.
- 3) The employment agreement will specify the starting and finishing dates of the employment or, instead of a finishing date, will specify a specific grant or project, upon the completion or cessation of which, the term of employment will expire.
- 4) The Company will enter into discussions with temporary employees regarding the expiry and/or potential renewal or extension of employment beyond the term at least four weeks prior to the end date when practicable. However, there is no expectation of continuing employment beyond the end of the temporary arrangement described in the employment agreement.
- 5) Employees engaged as temporary employees will receive all terms and conditions on the same basis as full-time or part-time employees (as appropriate) unless specifically covered elsewhere in this Agreement with the exception of clause 24.4 (Redundancy), which will apply if a temporary arrangement ceases and the position becomes redundant before the end of a specified term or specified task for reasons other than:
 - a. early completion of the activity or project;
 - b. cessation of the activity or project for reasons beyond the control of the Company;
 - c. early loss of funding for the activity or project.

13. PROBATION PERIOD

The Company may apply a probation period of up to six (6) months from the date of commencement of employment for new employees, other than casual employees or fixed-term employees engaged for a period of less than 6 months. Where a probation period applies, it will be included in the employee's contract of employment.

14. HOURS OF WORK

14.1 ORDINARY HOURS OF WORK

- 1) Ordinary hours of work for a full-time employee are an average of 38 hours per week, in a fortnight or 4-week period.
- 2) Hours of work on any one day shall not exceed 10 hours except in an emergency situation. Contractual arrangements in place at the time this Agreement commences that do not comply with this clause shall be permitted to continue.

14.2 SPAN OF HOURS

Employees may work on any day or at any reasonable time to meet client and business needs. Start and finish times shall be determined by managers in consultation with their employees to ensure all

client and business needs are met, however, the Company retains the right to determine the start and finish times if agreement with the employee cannot be reached.

The ordinary hours of work for day workers will be between the hours of 7 am and 9 pm but may vary from time to time after consultation between the employee and the Company to accommodate client, business or individual employee needs. Flexible working arrangements provide employees with the ability to accommodate normal personal or family responsibilities.

14.3 REST BREAKS BETWEEN ROSTERED WORK

- 1) In the interests of employee health and wellbeing, an employee will be allowed a rest break of 10 hours between the completion of work on one day and the commencement of work on the next day.
- 2) By mutual agreement, an employee and the Company may agree to a shorter break provided that the break is no less than eight (8) hours.

14.4 ROSTERING

- 1) A minimum of 14 days' notice will be given by the Company of a permanent change in roster unless a lesser period is agreed with employees. Employees will be consulted about permanent changes in rosters.
- 2) Where another employee is temporarily absent from duty on account of illness or emergency, a roster may be temporarily altered with less than 14 days' notice to enable Company operations to continue. When possible, such temporary changes will be mutually agreed with the employees who are impacted by the change.
- 3) Unless otherwise agreed by the Company, an employee desiring a roster change will give 14 days' notice except where the employee is ill or in an emergency.
- 4) The Company will approve requests for roster changes from employees provided that appropriate notice is given except where there are reasonable business grounds for not doing so. Reasonable business grounds include, but are not limited to:
 - a. employee or client safety and well-being; or
 - b. impact on the Company's ability to maintain superior service delivery to clients and stakeholders.

14.4.1 DAYLIGHT SAVINGS

Despite anything to the contrary in this Agreement, if an employee works on a shift during the daylight saving changeover period, that employee will be paid at the applicable rate for the actual hours worked or the normal rostered hours, whichever is the greater, i.e. a shift at the start of daylight savings will be paid for one hour more than the actual shift length and a shift at the end of daylight savings will be paid for one hour more than the normal shift length.

14.5 REASONABLE WORKING HOURS

Employees may be required to work reasonable additional hours in accordance with the Act.

An employee may refuse to work additional hours if they are unreasonable. Factors that are considered by the Company to determine whether additional hours are reasonable include:

- 1) any risk to employee health and safety from working the additional hours;
- 2) the employee's personal circumstances, including family responsibilities;
- 3) the needs of the Company, and in particular, the part of the Company in which the employee works;
- 4) any notice given by the Company of any requirement to work the additional hours;

- 5) any notice given by the employee of their intention to refuse to work the additional hours;
- 6) the usual patterns of work in the part of the Company in which the employee works;
- 7) the nature of the employee's role, and the employee's level of responsibility;
- 8) the number of additional hours the employee is requested to work and, for day workers, whether the additional hours are outside of the span of hours for day workers; and/or
- 9) any other relevant matter.

Notwithstanding the requirements in the Act, the Company will seek to ensure that any additional hours worked are reasonable in all of the circumstances and performed voluntarily by the employee.

14.6 ACCRUED DAYS OFF (ADO)

A full-time Salaried employee who is either engaged on the basis of working 8-hour days due to the needs of the service being delivered, or who has negotiated flexible working arrangements in accordance with clause 11 will accrue one day off for each 4-weeks worked.

Payment for 8-hour ordinary hours will be 7 hours and 36 minutes for each day worked with 24 minutes of the day worked being accrued towards one paid day off per 4-week period.

Accrued days off are to be taken on a mutually agreed day within four (4) weeks of the day accruing. Where taking the ADO within four (4) weeks of the day accruing is impracticable due to client service or other workload demands, the ADO is to be taken as soon as practicable.

14.6.1 DIRECTION TO TAKE ADOs

The Company may direct the employee to take ADOs by giving 2-weeks' notice if the employee has accrued five (5) ADOs. Such direction will be in writing and will not be given unless there has been consultation with the employee to try and come to a mutually agreeable arrangement for the ADO balance to be reduced.

An employee may seek approval from the Company to accrue more than five (5) ADOs for a specific purpose. All such requests must be in writing and include the reason for the request. The Company is under no obligation to approve such requests.

Where, as at the date of termination of employment, an employee has an accumulated ADO balance the employee will be paid for the time so accrued at the employee's base rate of pay.

14.7 ADDITIONAL HOURS (OVERTIME)

The performance of additional hours of work in excess of ordinary hours must be pre-approved by the Company in accordance with this clause. Wherever possible, the employee should be advised in advance of working additional hours how the additional hours will be treated. Claims for payment or time in lieu for additional hours may be refused at the discretion of the Company if the Additional Hours were not pre-approved.

14.7.1 SALARIED EMPLOYEES

This Additional Hours (Overtime) clause will not usually apply to full-time or part-time employees remunerated on the basis of an annual salary in accordance with clause 15.1.2.

Part-time employees who are remunerated on the basis of an annual salary will however be paid for additional hours at their base rate of pay if they agree to work on an additional day that the employee would not normally work and the employee does not take an alternate day off work within the pay period in which the additional hours were worked. All such additional hours for salaried part-time employees must be approved by the manager prior to the additional hours being worked.

Employees who believe that they are routinely working excessive additional hours due to workload are required to speak to their manager about their hours of work as soon as there is any concern so that the employee's workload and systems of work can be reviewed and a solution implemented in consultation with the employee to address the concerns and minimise the perceived need for the employee to work additional hours.

14.7.2 DAY WORKERS

Full-time and Part-time day workers will not routinely be required by the Company to work nights, Saturdays, Sundays or public holidays. Where an employee undertakes a role that requires occasional work outside of their ordinary working hours, flexible working arrangements allow the employee to vary their ordinary working hours, in consultation with their manager, to ensure that additional hours worked are reasonable or, when applicable, take time-in-lieu for the additional hours worked.

All such additional hours arising on days that are outside of an employee's ordinary hours of work shall be by mutual agreement between the employee and the Company.

Part-time and full-time employees who are remunerated on an hourly basis and whose working hours extend beyond the scheduled finish time by mutual agreement will accrue time-in-lieu (as referenced in clause 14.7.4 below) equivalent to the period of additional time worked. All such additional hours of work must be pre-approved by the employee's manager.

14.7.3 SHIFT WORKERS

The working of additional shifts for planned and unplanned leave relief will usually be on a voluntary basis and be mutually agreed between the employee and the Company.

Shiftworkers may also occasionally be required to attend meetings and training outside of their ordinary hours of work. All such attendances will be planned in advance by the Company in consultation with the employees who are to attend.

Part-time and Full-time Shiftworkers who are remunerated on an hourly basis and whose working hours extend beyond the scheduled finish time, will be remunerated for the additional time worked in accordance with clause 14.7.5.

14.7.4 TIME-IN-LIEU (TIL)

A maximum of 38 hours TIL may be accrued at any point in time. An employee may be directed to utilise any TIL accruing in excess of 38 hours with a minimum of one week's notice or, at the discretion of the employee's manager shall be paid as Additional Hours – Ordinary Time in the first pay paid after the excess TIL is accrued.

TIL is to be taken as soon as possible after the working of Additional Hours in accordance with business requirements at a time that has been agreed with the employee's manager.

Records of all TIL accrued, taken and paid shall be kept by the Company.

Untaken TIL will be paid out at base rates of pay on termination of employment.

14.7.5 PAYMENT FOR ADDITIONAL HOURS

Additional hours that are not taken as TIL will usually be paid at the employee's base rate of pay, plus shift penalties if applicable.

Payments for additional hours will usually be classed as ordinary hours for the purpose of leave accruals and superannuation contributions made by the Company.

14.7.6 OVERTIME PENALTY RATE

Where additional hours are outside of the span of hours for day workers and not deemed to be reasonable additional hours, the Company may approve payment at an Overtime Penalty Rate of

time and one half of the employee's base rate of pay. All such arrangements must be approved by the Company prior to the additional hours being worked.

In the event that the Company directs a part-time or full-time employee to work additional hours outside that employee's normal span of hours and not deemed to be reasonable additional hours, the additional hours will be paid at the overtime penalty rate of time and one half. Overtime rates will be in substitution for and not cumulative upon the shift penalties described in clause 16 unless the shift penalty is greater, in which case the shift penalty will apply.

Leave does not accrue on any hours considered Additional Hours (Overtime).

14.8 ADDITIONAL HOURS – OTHER

At the request of a part-time or full-time employee additional work may be undertaken on an ad hoc, casual basis in a part of the Company in which the employee is not usually employed.

Such ad hoc additional hours will be remunerated at the equivalent rate as a casual employee for the classification of the position in which the ad hoc hours are worked and must comply with clause 14.3 (Rest Breaks Between Rostered Work).

The additional hours worked on an ad hoc basis under this clause shall not be added to the hours worked in the employee's primary position for the accrual of TIL or for accrual of leave.

There is no obligation for the employee to work additional hours under this clause 14.8. The Company has no obligation to offer additional hours under this clause 14.8 to employees.

14.9 MEAL BREAKS

Employees working in excess of five (5) hours will be entitled to an unpaid meal break of not less than 30 minutes during the course of their working hours.

Day workers who work no more than six (6) consecutive hours may choose to forego an unpaid meal break following consultation with the manager provided that the start and/or finish time is adjusted by the length of the break.

Meal breaks taken by shiftworkers engaged in direct service delivery will be counted as time worked to recognise the demands of the service and the need for the employees to be flexible about when a meal break can be taken.

14.9.1 TEA BREAKS

Employees have the flexibility to access Company supplied tea and coffee making facilities during working hours. Short breaks for refreshments are included as paid time during working hours provided that employees do not abuse the flexibility afforded to them and service delivery, work performance and output is meeting Company expectations.

15. REMUNERATION AND CLASSIFICATION STRUCTURE

15.1 BASIS OF REMUNERATION

15.1.1 HOURLY EMPLOYEES

Full-time and part-time employees whose remuneration is based on an hourly rate of pay shall be paid an hourly rate of pay for the hours worked in accordance with Schedule B – Salary Tables to this Agreement.

15.1.2 SALARIED EMPLOYEES

Full-time salaried employees who are remunerated based on an annual salary rather than an hourly rate of pay, shall be paid at a minimum the salaries as set out in Schedule B to this Agreement.

Part-time salaried employees shall be remunerated based on a pro rata amount of the full-time equivalent remuneration based on part-time hours of work as a proportion of full-time hours of work, e.g. PT 15.2 hours - $\$60,000/38*15.2=\$24,000$ per annum.

The annual salary is inclusive of:

- reasonable additional hours of work except where specifically provided for in clause 14.7. The expectation is that employees will work minimal to no additional hours on a routine basis. In consultation with the Company, employees have the flexibility to manage their working hours in a way that helps them to balance their work and personal commitments and, in return, the Company to manage peaks and troughs in workload;
- any shift penalties under clause 16; and
- on-call allowances and payments detailed in clause 17.1.

15.2 REMUNERATION RATES

At the commencement of this Agreement employees shall be remunerated at the rate relevant to their classification as set out in Schedule B to this Agreement.

At the time of making this Agreement, some employees may be paid at a salary/wage rate above the rate for their position classification. These employees will be referred to as “Red-Circled”.

The salary/wage rate for Red-Circled employees will not be reduced as a result of this Agreement.

15.3 ANNUAL REVIEW OF REMUNERATION RATES

Any review of remuneration must be sustainable and subject to the limitations of program funding, which provides a significant proportion of the Company’s operations revenue. Protecting jobs will take precedence when considering remuneration increases.

With funding constraints in mind, the Company undertakes to adjust the base rates of pay under the Agreement by 1.5% in 2021 and by a minimum of 1% in each subsequent year during the term of the Agreement. Salary increases will apply from the start of the first full pay period in July each year. If circumstances at the time are unfavourable, the Company has the right to communicate and consult with employees about a remuneration freeze for the duration of the unfavourable circumstances.

Prior to July each year the Company will review the wage rates of the Agreement for each applicable classification to ensure that the Agreement base rate is at least equivalent to or better off than the equivalent Award classification rate. All red-circled employee wage/salary rates will be reviewed annually, and any increase in red-circled employee wage/salary rates will be at the sole discretion of the Company except where the red-circled wage/salary rate falls below the equivalent Award rate and, in such circumstances, the red-circled wage/salary rate will be increased to the equivalent Award rate.

15.4 EMPLOYEE SALARY REVIEWS

15.4.1 PROGRESSION THROUGH PAY POINTS WITHIN A CLASSIFICATION LEVEL

This clause, Progression through Pay Points, will commence in September 2021.

Salary progression within a classification level is not automatic. Progression within a classification level is based on some, or all, of the following points depending on the nature and type of position:

- a. demonstrated effectiveness and performance in the role, e.g. accuracy of work, achievement of KPIs/objectives; demonstrated commitment to ongoing professional development, outcomes measures;
- b. the acquisition and use of new skills;
- c. contributions to the team, e.g. participation in and contributions to team meetings, supporting/assisting team members, making suggestions for improvements to services and/or systems;
- d. contributions to the Company, e.g. regular participation in Company-wide projects and meetings, introduction of new business, referrals to other Company services;
- e. demonstrated behaviour that is consistent with the Company's values, e.g. consistently recognises the contributions of others, gives and receives constructive feedback, acts respectfully to all other employees, clients and other stakeholders, acts in accordance with the Company's policies and procedures; and
- f. market considerations, e.g. for a specialised role, the current market indicates that the salary for this type of position has increased beyond the current level of the employee's salary. Increases due to market pressures will be considered, if applicable, in conjunction with paragraphs a. to e. in this clause.

An employee may apply to their manager for an increase in salary within their classification level when they can present evidence of meeting the criteria for progression to the next pay point. An application for progression may only be submitted once in a 12-month period unless directed by the review panel, e.g. when an application has been unsuccessful, the review panel may encourage an employee to address feedback provided and resubmit an application at a later date but within 12-months.

A review may also be prompted by the employee's manager after an initial period of employment or when a review has been included as part of the original offer of employment.

If the application for progression is endorsed by the employee's manager, the application is progressed to a panel appointed by the Company to assess the application.

The panel will include at a minimum the employee's manager and a HR representative who will make a recommendation to the CEO.

If the application for progression is not endorsed by the employee's manager, it will not progress. The manager is responsible for communicating the reason/s to the employee including what development or changes need to be demonstrated before a further application will be favourably considered. An employee may appeal in writing to the CEO through the HR Manager if the employee disagrees with the manager's decision not to support the application. Appeals must be in writing and outline the basis for the appeal. The outcome of the appeal will be communicated to the employee in writing. The CEO's decision shall be final.

If an application for progression that is considered by the panel is declined, the panel is to provide the employee with the reasons for declining the request.

If the employee wishes to appeal a decision of the panel, the appeal will be considered by the CEO or delegated independent Executive manager. The appeal must be in writing and outline

the basis for the appeal. The outcome of the appeal will be communicated to the employee in writing. The decision of the CEO or delegated independent Executive Manager shall be final.

The Company will develop detailed procedures and application guidance to support this process in consultation with employees.

All documentation related to salary progression within a classification level will be maintained on the employees' personnel file.

Increases to salary will occur on commencement of the next pay period on or after the approval for progression within a classification.

Decisions in relation to applications for progression within a classification level and for appeals of decisions will be made and communicated to the employee within four (4) weeks of the application being made.

15.4.2 MARKET-SALARY ADJUSTMENTS

An employee, Senior Manager or Executive may request a market-based salary adjustment for one or more employees when it is evident that the salary for the classification level for a particular skill-set is no longer sufficiently competitive to enable the Company to attract and retain suitably qualified and experienced staff.

All requests for market-based salary adjustments are to be submitted in writing and must contain evidence indicating the market salary/salary range for the particular role and how the increased salary is to be accommodated within the budget.

Requests for market-based salary adjustments will be determined by a panel which will include the employee's Senior Manager, Executive Manager and HR Manager. Market-based salary reviews must be considered in an organisation-wide context to consider the potential impact of the review on other classifications. Final approval of all market salary adjustments rests with the CEO or delegated independent Executive manager.

If the application for a market-salary adjustment is not endorsed by the panel, the panel is to provide the employee with the reasons for declining the request.

If the employee wishes to appeal a decision of the panel, the appeal will be considered by a panel comprising the CEO and the HR Manager. The appeal must be in writing and outline the basis for the appeal. The outcome of the appeal will be communicated to the employee in writing. The decision of the panel shall be final.

When feasible, market-salary adjustments for individual employees should align with existing classifications and pay points.

Decisions in relation to applications for market salary adjustments and for appeals of decisions will be made and communicated to the applicant within four (4) weeks of the application being made.

15.5 CLASSIFICATION OF POSITIONS

15.5.1 NEW POSITIONS

When a new position is created that is not identical to any existing positions, the position will be described in a position description that contains the key responsibilities of the role and the selection criteria (the key skills, competencies and qualifications) required to successfully fulfil the new role.

When the position description has been developed, the Senior Manager will request the human resources team to organise a classification panel to consider and approve the classification of the position.

The classification panel will comprise the Senior Manager, independent Executive Manager and the HR Manager or delegate.

The HR Manager will chair the panel discussion and minute the outcome including whether the decision was unanimous or not. The panel will make a recommendation to the CEO for approval.

The classification panel will determine the classification for the position with reference to Schedule A – Classification Definitions and seek any clarification required from the manager responsible for the new position. The classification panel may request amendments to the position description to better reflect the requirements of the particular classification level.

15.5.2 RECLASSIFYING A POSITION

An employee or an employee's manager may request a review of the classification for a particular position. This would generally occur when there has been a substantive change in the responsibilities or other requirements for a role over time or in response to some other organisational or industry change.

It is each manager's responsibility to ensure that position descriptions are reviewed in consultation with the incumbent employee/s and, where appropriate, updated at least annually in accordance with Company procedures.

When the position description has been updated, if there have been substantive changes to the position requirements, the Senior Manager will request the human resources team to organise a classification panel to review the position and determine if the position should be reclassified.

The composition of the classification panel and the procedures followed will be the same as for new positions.

The Senior Manager is responsible for communicating the decision about reclassification to the affected employee/s.

If the employee or manager wishes to appeal a decision of the panel, the appeal will be considered by a panel comprising the CEO and the HR Manager. The appeal must be in writing and outline the basis for the appeal. The outcome of the appeal will be communicated to the employee in writing. The decision of the panel shall be final.

Decisions in relation to applications for a position reclassification and for appeals of decisions will be made and communicated to the applicant within four (4) weeks of the application being made.

The Company may develop detailed procedures and guidance to support this process in consultation with employees.

15.6 SUPERANNUATION

The Company will make superannuation contributions into a complying superannuation fund in accordance with Superannuation Guarantee legislation.

Employees may nominate a complying superannuation fund of their choice

If an employee does not nominate a complying superannuation fund, the Company will make the superannuation contributions provided for by this clause into a complying superannuation fund with a MySuper product. The default fund into which contributions will be made is the Health Employees Superannuation Trust of Australia (HESTA) or its successor.

Contributions payable by the Company will be calculated by reference to the superable component of the employee's remuneration that would have applied to the employee under this Agreement in the absence of any salary sacrifice arrangements that may be in place.

15.6.1 VOLUNTARY EMPLOYEE CONTRIBUTIONS

Employees may direct the Company in writing to deduct a specified amount from pre or post tax fortnightly wages to pay into the same superannuation fund as the Company makes superannuation contributions for the employee.

Voluntary employee contributions will be paid to the superannuation fund on behalf of the employee at the same time as employer contributions are paid to the fund.

15.7 SALARY SACRIFICING

By mutual agreement, the Company and an employee may enter into salary packaging arrangements which may include the capacity to sacrifice part of the cash component of the salary in return for non-cash benefits in accordance with Company policy.

The salary packaging arrangements shall be in writing and a copy of the arrangements and the Company's salary packaging conditions shall be provided to the employee.

16. SHIFTWORK

Employees who undertake shiftwork will be paid a shift loading in addition to the base rate of pay in accordance with the below table.

Shift penalties for casual employees will be applied to the base rate of pay, exclusive of the casual loading, e.g. \$30 (base rate) + \$4.50 (15% shift penalty x base rate) + \$7.50 (25% casual loading x base rate) = total rate of \$42.00.

Day	Time	Penalty
Monday to Friday (excluding public holidays)	Ordinary hours commence between 12 noon and 10 pm and finish between 6 pm and 12 midnight	15%
Monday to Friday (excluding public holidays)	Ordinary hours commence between 10 pm and 6 am and finish between 12 midnight and 8 am	25%
Saturday	All ordinary hours (24 hours)	50%
Sunday	All ordinary hours (24 hours)	75%
Public Holidays (excluding local public holidays)	All ordinary hours (24 hours)	150%

For the purpose of this clause, the shift loading to be paid in this clause for work undertaken on additional public holidays, as defined by the *Public Holidays Act 2010 (NSW)*, that are confined to the specified part of the State in which the employees work, shall be paid at the applicable normal Monday to Friday, Saturday or Sunday shift penalty.

17. ALLOWANCES

17.1 ON-CALL ALLOWANCES

This clause is only applicable to full-time, part-time and casual Information Technology employees who are remunerated on an hourly basis and who, due to the 24/7 nature of their work, are required to participate in an on-call roster.

On-call allowances recognise and compensate those employees who are required to be available to be called in to work outside of their ordinary working hours.

On-call allowances shall be paid in addition to the wages paid for ordinary working hours when rostered to be on-call for unplanned service delivery together with minimum payment amounts, where applicable, for the additional hours worked. The minimum payment amounts shall also be paid when planned call-outs occur outside of ordinary working hours.

A minimum of four hours on-call allowance will be paid to employees when on-call. The following allowances are effective from commencement of this Agreement.

Day	Allowance
Monday to Sunday (excluding public holidays)	\$ 7.8048 per hour
Public Holidays (1.5 times Monday to Sunday rate)	\$11.7072 per hour

The on-call allowance shall be paid irrespective of whether or not the on-call employee is called upon to work.

The on-call allowances shall be increased at the same rate as wage rates in clause 15.3.

When an on-call Employee is called upon to work for planned and unplanned calls, the following minimum time shall be paid. Paid leave entitlements do not accrue on payments for on-call activity.

A written (or electronic) record of all on-call activity must be submitted on a fortnightly basis to the Company for approval.

Type of Work	Minimum Payment
Attending a workplace	Minimum of 2 hours at applicable base rate for classification, at time and one half, for attendances when called in to work from home. The measurement of time for attending a workplace includes the time taken to travel to work from home and return to home from work.
Receiving and responding to telephone calls or providing remote support	Minimum of 30 minutes at applicable base rate for classification at time and one half.

17.2 TRAVELLING

When reasonably practicable, employees who are required to travel for work are required to use a Company provided vehicle.

An employee who is authorised and required to use their own motor vehicle in the course of their duties will be paid an allowance of \$0.80 per kilometre or the rate published by the Australian Taxation Office, whichever is the greater.

18. HIGHER DUTIES

A higher duties allowance is a payment made to a full-time or part-time employee when required to temporarily perform the duties of a higher classification position. The higher duties allowance shall be paid in accordance with the Company's Higher Duties Allowance policy in the following circumstances:

- a. when an employee is officially relieving in a role at a higher classification and the employee is undertaking the full duties and responsibilities of the role in addition to their normal duties during the period of the relief;

- b. when an employee is requested to undertake a substantial project or task on a temporary basis, in addition to normal duties and responsibilities and that project or task is considered to be at a higher classification;
- c. when an employee is officially undertaking substantial additional responsibilities for the period of the relief without undertaking the full duties and responsibilities of the role;
- d. when an employee agrees to work additional hours in another position that is at a higher classification level. Higher duties shall only apply to the actual time worked at a higher classification level; or
- e. when a shiftworker who is rostered to work one or more shifts in a different role that is a higher classification than the employee's substantive role, they shall be paid at the rate applicable to the role for the shift/s so worked.

Casual employees are remunerated at the applicable rate for the position classification in which they work each engagement.

19. LEAVE

The minimum leave provisions shall be those prescribed by the NES. The following leave provisions shall be read in conjunction with the NES and any relevant Company policies.

The purpose of this section is to provide a supportive framework for employees that accommodates changing family and personal circumstances. The Company acknowledges the important interconnections between work and broader family issues.

Where extenuating circumstances exist and an employee is unable to reasonably access other forms of paid leave, the Company may approve special leave with pay. Extenuating circumstances may include events such as, but not limited to, severe weather events and pandemics that inhibit an employee's ability to present for their ordinary hours of work.

19.1 ANNUAL LEAVE

19.1.1 QUANTUM OF LEAVE

All part-time and full-time employees are entitled to four (4) weeks annual leave each year in accordance with the NES. Annual leave accrues throughout the year based on the ordinary hours of work.

Shiftworkers are entitled to one (1) additional week of leave in accordance with the NES. For the purpose of the additional week of leave provided by the NES, a shiftworker is defined as an employee who regularly works over seven days of the week and regularly works on weekends and public holidays.

The additional week of leave will accrue based on the Shiftwork hours worked as a part-time or full-time employee.

19.1.2 TAKING OF LEAVE

Recognising that the Company delivers services to the community to help support people to live a healthy life, forward planning for leave, in consultation with managers and other team members, is required to ensure that the community can continue to access Company services at all times.

If an employee has given at least four (4) weeks' notice of intention to take leave in writing, and the period of such leave does not coincide with leave that has already been approved for other employees performing a similar role in the same part of the business, such leave shall not be unreasonably refused. As far as is practicable, annual leave will be approved by the Company to suit the convenience of the employee however, it is accepted that due to operational requirements, this may not always be achieved.

If an application for leave is subsequently declined by the Company on reasonable business grounds, the Company is not responsible for any losses incurred by an employee who has booked or paid for travel and/or accommodation for a period of leave, prior to consultation with the manager and the leave being formally approved by the Company.

19.1.3 DIRECTION TO TAKE ANNUAL LEAVE

The Company may direct an employee to take a period of annual leave if the employee's leave balance is equivalent to eight (8) or more weeks or ten (10) weeks in the case of a shiftworker as defined in clause 19.1.1. Such direction must:

- 1) not be given unless there has been consultation with the employee to try and come to a mutually agreeable arrangement for the leave balance to be reduced;
- 2) be in writing;
- 3) be for a minimum period of one (1) week;
- 4) not require the employee to take a period of leave commencing less than eight (8) weeks or greater than 12 months after the day the direction is given; and
- 5) not result in the remaining leave balance being less than the equivalent of four (4) weeks taking into account any other paid annual leave that has been approved (or agreed).

An employee may accrue a period of leave greater than eight (8) weeks for an extended holiday if it has been discussed with and approved by the Company.

19.1.4 EXCESSIVE LEAVE: REQUEST BY EMPLOYEE FOR LEAVE

If an employee has genuinely tried to reach agreement with the Company under clause 19.1.2 but agreement is not reached, the employee may give a written notice to the company to take one or more periods of annual leave if the employee has a leave balance equivalent to eight (8) or more weeks or ten (10) weeks in the case of a shiftworker as defined in clause 19.1.1.

A notice given by an employee to the Company under this clause must not:

- 1) if granted, result in the employee's remaining accrued entitlement to annual leave being at any time less than equivalent to four (4) weeks taking into account any other paid annual leave that has been approved (or agreed);
- 2) be for a period of less than one week;
- 3) provide for the employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than 12 months, after the notice is given; or
- 4) be inconsistent with any leave arrangement agreed by the Company and the employee.

19.1.5 PAYMENT FOR ANNUAL LEAVE

Day workers will be paid their base rate of pay for their ordinary hours of work in the period of leave.

Shiftworkers will be paid at their base rate of pay plus shift penalties for the ordinary hours of work in the period of leave.

Payment for annual leave will be in accordance with the usual pay cycle unless payment in advance is requested by the employee. If payment in advance is requested by an employee, payment will:

- 1) be made on the usual pay day prior to commencement of annual leave; and
- 2) be for complete pay periods that are due for payment during the period of annual leave. To avoid confusion, this means that payment for leave that ends during a pay period will not include payment for the part of the leave that falls within an incomplete pay period.

There will be no payment of leave loading for any annual leave taken by any employee.

19.1.6 PAYMENT IN LIEU ON TERMINATION

The Company will pay the employee the amount the employee would have received had they taken the leave on termination of employment for any annual leave accrued but not taken at the time of termination.

19.1.7 ENTITLEMENT TO CASH-OUT ANNUAL LEAVE

From a health and well-being perspective, staff are encouraged to have a reasonable break from work. However, it is recognised that in some circumstances, cashing out of leave may be of benefit to employees.

An employee may request to receive payment in lieu of an entitlement to annual leave. 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 four (4) weeks.

All requests to cash out an entitlement to annual leave from employees must be in writing and the decision to approve or decline the request is at the absolute discretion of the Company. Employee health and well-being will be one of the considerations when a decision to approve or decline a request is made. The Company will not approve requests to cash out an entitlement to leave of more than two (2) weeks in any one year except in extraordinary circumstances.

When an entitlement to leave is paid in lieu of taking the leave, payment shall be the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

19.1.8 LEAVE IN ADVANCE

The Company may allow an employee to take up to one (1) week of annual and/or personal leave either wholly or partly in advance of an entitlement accruing.

Where annual leave and/or personal leave has been taken in advance and the employment of the employee is terminated before completing the required amount of service to accrue the leave, the Company is entitled to deduct the amount of leave in advance which is still owing from any remuneration payable to the employee upon termination of employment.

All requests to take annual and/or personal leave in advance of entitlement accruing from an employee must be in writing to the CEO and approval is at the discretion of the Company.

19.1.9 ANNUAL CLOSE-DOWN

Whilst the Company is a 24/7 organisation, some parts of the business may wind down or close completely over the Christmas / New Year period due to reduced client demand. Employees may be directed to take an amount of paid annual leave during this period. Where this occurs, employees shall be provided with eight (8) weeks' notice. Where possible, taking leave will be by mutual agreement however, the decision to shut or wind down any part or parts of the business during this period remains with the Company.

If an employee does not have sufficient paid annual leave accrued at the time the leave is to be taken, the Company may direct the employee to take paid annual leave in advance of the entitlement accruing where such requirement is reasonable.

An employee may choose to request that the leave taken during a close-down period be taken as leave without pay. Requests to take the close-down period as leave without pay will not be unreasonably refused by the Company, particularly if the employee has insufficient annual leave balance available.

19.1.10 SICKNESS DURING LEAVE

An employee who becomes ill or injured during annual leave, on days that the employee would normally work, may have the period of such illness or injury deducted from accrued personal leave entitlement and a corresponding period reinstated to the annual leave entitlement, provided that the employee supplies documentation of illness or injury satisfactory to the Company.

19.2 PERSONAL LEAVE

Employees are entitled to paid personal leave in accordance with the NES. Personal leave is designed to provide leave for employees when they are unfit to work due to illness or injury, or to provide care or support to a member of the employee's immediate family, or a member of the employee's household because of personal illness or injury affecting the member or an unexpected emergency affecting the member.

Personal leave is not intended to provide paid leave for routine or planned activities that can be accommodated by the Company's flexible approach to working hours/work life or annual leave, e.g. non-emergency child care during school holidays.

The Company may request an employee to provide documentary evidence in relation to a period of personal leave taken. When documentary evidence is requested, it is to be in the form of a medical certificate from a registered health practitioner if reasonably practicable.

19.2.1 QUANTUM OF PERSONAL LEAVE

All full-time and part-time employees are entitled to personal leave each year in accordance with the NES.

19.2.2 EMPLOYEE ILLNESS/INJURY

Personal leave for illness or injury is for when an employee is unable to report to work due to illness or injury. Employees may also seek approval from the Company to utilise personal leave for maintaining their mental health. The Company will not unreasonably refuse such a request.

Personal leave of this nature will usually be unplanned, however, other instances such as planned medical appointments or hospitalisation that cannot be arranged outside of ordinary working hours, are also provided for by personal leave.

If an employee is ill or injured and has no entitlement to paid Personal Leave, the Company will consider requests for unpaid Personal Leave on a case-by-case basis.

In exceptional circumstances, the Company may require an employee to attend a medical practitioner of the Company's choice in relation to their ongoing fitness and capacity to work, particularly where the employee has been absent from work for an extended period of time. Employees must not unreasonably refuse such a request. When the Company requests an employee to attend a medical appointment, the cost of the appointment and any report by the medical practitioner will be borne by the Company.

19.2.3 CARER RESPONSIBILITIES

Personal Leave for carer responsibilities usually relates to leave for unplanned situations that necessitate the provision of care for a dependent, close relative or member of the employee's household. Personal Leave for this purpose will usually be short-term and be taken only until other arrangements can be made.

Examples of appropriate use of personal leave for carer responsibilities include:

- a. a dependent at home becomes ill and requires care;
- b. a child living at home who cannot be placed with usual carer due to the carer's illness; and

- c. to attend planned medical appointments for dependants, close relatives or members of the household requiring assistance or support to attend such appointments where they cannot be arranged outside of the employee's ordinary working hours.

Alternate forms of leave such as annual leave or TIL should be taken for other planned events or events that do not involve a close relative or member of the household, subject to approval by the immediate manager.

19.2.4 UNPAID CARER'S LEAVE

All employees, including casual employees, have an entitlement to unpaid carer's leave in accordance with the NES.

19.3 MENTAL HEALTH LEAVE

In addition to an entitlement to Personal Leave employees may seek approval from their manager for up to two (2) days of paid leave per calendar year for maintaining their mental health in accordance with Company policy.

It is expected that employees would usually provide at least one (1) day notice to take a mental health leave day.

Mental Health Leave days will be paid at the employee's base rate of pay.

Mental Health Leave does not accrue from year to year.

19.4 COMPASSIONATE LEAVE

Part-time and Full-time employees are entitled to up to three (3) days of paid compassionate leave when a member of the employee's immediate family, or a member of the employee's household:

- 1) contracts or develops a personal illness that poses a serious threat to their life; or
- 2) sustains a personal injury that poses a serious threat to their life; or
- 3) dies.

Casual employees are entitled to three (3) days' unpaid compassionate leave for each occasion.

Consideration will be given by the CEO to granting compassionate leave in other circumstances that don't automatically qualify under the NES on a case-by-case basis following discussion with the manager.

In special circumstances the Company will consider granting additional Compassionate Leave.

19.5 COMMUNITY SERVICE LEAVE

Employees are entitled to be absent from work for a period of time in accordance with the NES if the employee engages in an eligible community service activity.

Consideration will be given by the CEO to a period of paid leave after consideration of the circumstances, e.g. state of emergency.

19.5.1 JURY SERVICE

- a. The Company will pay an employee who is required to attend jury selection and jury duty during their ordinary hours of work the difference between the amounts paid for their attendance for jury service and the employee's base rate of pay for the first 10 days of jury service.
- b. An employee will notify their manager as soon as possible of the requirement for them to attend for jury service and shall provide proof of attendance and the amount received for their attendance.

19.6 DOMESTIC AND FAMILY VIOLENCE LEAVE

For the purpose of this clause, family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee, or a member of the employee's household, who seeks to coerce or control the employee and who causes them harm or to be fearful.

19.6.1 DOMESTIC AND FAMILY VIOLENCE LEAVE

Family member means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee and the employee's spouse/de facto partner or a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules. A member of the household means a person who resides at the same address as the employee and the address is the person's primary place of residence.

An employee is entitled to a period of five (5) days paid leave (at base rate) to deal with family and domestic violence as follows:

- a. the leave is available in full at the start of each 12-month period of the employee's employment; and
- b. the leave does not accumulate from year to year; and
- c. is available in full to full-time and part-time employees, and
- d. may be taken for the purpose of:
 - i. attending legal proceedings, counselling, appointments with a medical or legal practitioner, or
 - ii. relocation or making other safety arrangements, or
 - iii. other activities associated with the experience of family and domestic violence.

The employee may take paid or unpaid leave to deal with the family and domestic violence. Employees may also access other accrued leave for dealing with matters related to family and domestic violence.

Casual employees will have a right to unpaid absences to attend to matters relating to domestic and family violence.

19.6.2 NOTICE AND EVIDENTIARY REQUIREMENTS

The employee shall give the Company notice as soon as reasonably practicable of their request to take leave under this clause.

If required by the Company, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 19.6.1.

Such evidence may include a document issued by the police service, a court, a doctor (including medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.

The Company must take all reasonable measures to ensure that any personal information provided by the employee to the Company concerning an employee's experience of family and domestic violence is kept confidential.

19.7 CULTURAL LEAVE

19.7.1 ABORIGINAL & TORRES STRAIT ISLANDER EMPLOYEES

19.7.1.1 NAIDOC LEAVE

In recognition of the importance of NAIDOC week activities, in addition to attending Company supported activities, Aboriginal and Torres Strait Islander employees may apply to their manager for approval to take one (1) paid day of leave each year to attend NAIDOC week activities of their choice in their community. The leave will be paid at the employee's base rate of pay.

If, due to work commitments, an employee is unable to take the special leave within NAIDOC week, the employee may seek approval to take the special leave to attend an alternate recognised cultural event at another time during the year.

19.7.1.2 SORRY LEAVE

In recognition of the concept of kinship and the cultural obligation placed on them by family and community, Aboriginal and Torres Strait Islander employees may apply to their manager for approval of up to five (5) paid days per calendar year to attend to sorry business. All approved instances of Sorry Leave will be paid at the employee's base rate of pay.

Proof of Indigeneity may be required when requesting Sorry Leave.

19.7.1.3 UNPAID CULTURAL LEAVE

In attempting to recognise the diversity of need among different Aboriginal employees, and also recognising that some may have additional responsibilities to their community as Elders, Traditional Owners, or as a spokesperson for their family group, Aboriginal and Torres Strait Islander employees may discuss with their manager any additional requirements they may have for cultural leave. Additional leave requirements may be met from accrued annual leave, ADOs or time in lieu (if applicable) or as unpaid leave.

19.7.2 OTHER CULTURAL LEAVE

The Company is committed to diversity and to supporting culturally diverse employees. The Company recognises that employees from culturally and linguistically diverse backgrounds may celebrate ceremony or tradition outside of the days recognised as national and state public holidays.

The onus of establishing membership of any respective cultural group rests with the employee.

19.7.2.1 ACCESS TO PAID LEAVE

Employees may approach their manager for access to paid leave of up to one (1) day per calendar year to participate in a culturally significant event. Examples of significant events include, but are not limited to:

- 1) Greek Orthodox Christmas
- 2) Eid-al-Fitr (Festival of Breaking the Fast)
- 3) Eid-ul-Adha (the end of the pilgrimage to Mecca)
- 4) Yom Kippur (Day of Atonement)

19.7.2.2 ACCESS TO UNPAID LEAVE

Employees may also approach their manager for access to unpaid leave for other cultural events such as, but not limited to:

- 1) The period of Ramadan

- 2) Hanukkah
- 3) Chinese New Year, Nowruz (Persian New Year)
- 4) Diwali (Festival of Lights)

19.7.3 PAYMENT FOR CULTURAL LEAVE

Cultural Leave will be paid at the employee's base rate of pay applicable at the time the leave is taken.

19.8 HPC DAY

Full-time employees shall accrue one (1) day of paid leave each year (pro rata for part-time). The leave will be paid at the base rate of pay applicable at the time the leave is taken and may be taken for any purpose.

The employee shall give the Company notice as soon as reasonably practicable of their request to take leave under this clause.

Accrued but untaken leave will accrue from year to year and will be paid out on termination of employment at base rates of pay.

19.9 LONG SERVICE LEAVE

Long Service Leave is available to eligible employees in accordance with this Agreement and the *Long Service Leave Act 1955* (NSW) (LSL Act).

Where this clause provides entitlements that are more beneficial than the LSL Act, this clause will apply.

Where this clause is silent, the provisions of the LSL Act will apply.

19.9.1 ACCESSING LONG SERVICE LEAVE

- a. An employee with at least seven (7) years of continuous service shall be entitled to take pro-rata long service leave.
- b. Access to take pro-rata long service leave must be solely at the request of the employee and cannot be at the direction of the Company.
- c. The Company may, in accordance with section 4(3A) of the LSL Act, give an employee a period of long service leave that is less than one (1) month if the employee agrees to that lesser period of leave.
- d. The Company may, under section 4(10) of the LSL Act, give an employee less than one (1) month notice if the employee agrees to that lesser period of notice.
- e. Payment for long service leave shall be in accordance with the LSL Act.

19.10 LEAVE WITHOUT PAY

The Company will consider applications for leave without pay if other forms of paid leave are unavailable in the circumstances or have been fully utilised. Examples include, but are not limited to:

- 1) extending a period of annual leave;
- 2) volunteer work for a charitable organisation; and
- 3) gender affirmation.

The Company may approve leave without pay when other leave is available for special purposes such as, but not limited to:

- 1) cultural requirements;

- 2) compassionate reasons that do not qualify for paid Compassionate Leave (clause 19.4) or Personal Leave (clause 19.2);
- 3) military Leave;
- 4) emergency and other community services leave (clause 19.5); or
- 5) domestic and family violence leave (clause 19.6)

Paid leave entitlements do not accrue during periods of leave without pay of any duration.

19.11 PARENTAL LEAVE

In addition to the parental leave provided in the NES, the Company will provide paid parental leave to eligible employees in accordance with this clause.

19.11.1 ELIGIBILITY

An employee is eligible for paid parental leave if:

- a. the employee is engaged on a full-time or part-time basis; and
- b. the employee has a minimum of one (1) year of continuous service at the time of commencing parental leave or the birth of a child, whichever is earlier; and
- c. the employee will be the primary or secondary carer for:
 - i. a new born child; or
 - ii. a child under 16 years who is placed with the employee for adoption, formal foster or kinship care or custody under formal guardianship arrangements; and
- d. the employee is employed by the Company on an ongoing or fixed-term basis as at the date of birth or placement of the child; and
- e. the employee remains employed by the Company for the duration of leave taken under this clause.

In the case of an employee who has taken paid parental leave previously, the employee must have returned to work with the Company for a minimum period of 12 months since the previous period of parental leave was taken before being eligible for a further period of paid parental leave.

19.11.2 PRIMARY CARERS

An eligible employee who is the primary carer of a new born or child under 16 years who is placed with the employee for adoption, formal foster or kinship care arrangements or under formal guardianship arrangements may take 14 weeks of paid parental leave and a further period of unpaid parental leave being a total of up to 52 weeks' leave.

Eligible employees have the right to separately take concurrent leave in accordance with the NES.

All paid and unpaid primary carer's leave must be taken continuously and must begin on the date of birth or placement of the child, unless;

- 1) The employee is pregnant, in which case the leave may begin up to 6 weeks before the expected birth of the child; or
- 2) The leave begins immediately after the employee becomes the primary carer for the relevant child, having previously been the secondary carer, and this is within 12 months of the child's birth or placement.

The entirety of an Employee's paid parental leave must be used within 12 months after the birth or placement of the child. Any leave after that time will not be paid, regardless of whether the employee has accessed the full 14 weeks of paid leave.

19.11.3 SECONDARY CARERS

An eligible employee who is the secondary carer as a parent of a new born or child under 16 years who is placed with the employee for adoption, formal foster or kinship care arrangements or under formal guardianship arrangements may take two (2) weeks of paid parental leave.

Paid parental leave for secondary carer's must be taken within three (3) months after the date of the birth or placement of the child.

If a secondary carer subsequently becomes the primary carer because their partner ceases to be the primary carer within 12 months after the birth or placement of the child, they will be entitled to Primary Carer's Leave in accordance with clause 19.11.2 provided that:

- 1) Primary Carer's Leave (clause 19.11.2) has not already been granted by the Company for the birth or placement of the child;
- 2) the amount of the primary carer's leave is reduced by the amount of secondary carer's leave already taken in relation to the birth or placement of the child;
- 3) the primary carer's leave commences and is taken within 12 months of the birth or placement of the child; and
- 4) the amount of any unpaid parental leave available to the employee as a primary carer will be reduced by the amount of any paid parental leave already taken.

19.11.4 PAYMENT FOR PAID PARENTAL LEAVE

Paid Parental Leave will be paid at the employee's base rate of pay and will be based on the agreed weekly hours of work at the time of commencing the leave or on an average of ordinary hours worked over the preceding 12 months, whichever is greater.

Employees may extend the period of paid parental leave by requesting the period be paid at half pay provided that, in the case of employees engaged for a specified term, the period of paid parental leave does not extend beyond the end date of the specified term.

Paid leave described in this Agreement will not accrue during periods of paid and unpaid parental leave.

20. PROFESSIONAL DEVELOPMENT

20.1 PROFESSIONAL DEVELOPMENT LEAVE

Managers may approve up to five (5) days paid professional development leave per year for full-time employees to undertake development activities to maintain and further develop the employee's professional skills and competencies including meeting specific professional CPD requirements. Professional development activities that are mandated by the Company are deemed to be undertaken within ordinary working hours.

Payment for approved Professional Development Leave will be at base rates of pay.

20.2 GRADUATE/POST-GRADUATE STUDIES

Employees who are undertaking graduate or post-graduate studies that are relevant to their current role or that are a part of a Company-approved professional development plan may seek approval for study/exam leave in accordance with this clause. The Company is not obligated to approve such requests.

20.2.1 STUDY/EXAM LEAVE

Employees may seek approval from the Company for paid leave to undertake approved study and attend exams as follows:

- 1) one (1) day for study prior to an examination; and
- 2) an amount of leave such as to allow the employee to proceed to complete the examination

Payment for Study/Exam leave will be at the employee's base rate of pay.

Study Leave is in addition to Professional Development Leave described in clause 20.1.

Employees may be requested to provide evidence of exam dates and attendance to the Company.

21. PUBLIC HOLIDAYS

Public holidays are recognised in accordance with the *Public Holidays Act 2010* (NSW).

21.1 NATIONAL AND STATE-WIDE PUBLIC HOLIDAYS

Shiftworkers who are required to work on a national or state-wide public holiday will be paid a public holiday shift penalty in accordance with clause 16.

Day workers are not normally required to work on public holidays. In the event the Company requests a day worker to work on a public holiday, the Company will substitute another day, or part of a day, so as to give the employee the same amount of time off work if the employee had not worked on the public holiday.

21.2 SERVICES THAT ARE OPEN ON PUBLIC HOLIDAYS

Employees working in services that are routinely open on public holidays, and whose rostered hours of work fall on a public holiday, will be required to work on the public holiday unless otherwise approved but will be given a choice about the time of day that the work is undertaken when possible.

Employees whose regular shift falls on Christmas Day, 25th December, will be required to work on Christmas Day, but will be given a choice about the time of day that the work is undertaken.

Employees who have worked on two (2) or more consecutive Christmas Days, and whose roster falls on Christmas Day in the next year, will be given first option to take leave and not work should they wish to do so.

Any shortfall in staffing on public holidays, including Christmas Day, will be filled by way of a call for volunteers in the first instance but the Company retains the right to roster employees to meet service delivery requirements.

22. DISPUTE RESOLUTION

This clause sets out procedures to settle a dispute about a matter arising under this Agreement or the NES as follows:

- 1) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by discussions between the employee or employees and relevant managers.
- 2) If the dispute cannot be resolved in the first instance, the matter may be referred to the next level of management.
- 3) The Company or the employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause.

- 4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC except where the dispute is of a type referred to in clause 22 (8) below.
- 5) The FWC may deal with the dispute in 2 stages:
 - a. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - i) arbitrate the dispute; and/or
 - ii) make a determination that is binding on the parties.

If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5-1 of the Act. Therefore, an appeal may be made against the decision.
- 6) While the parties are trying to resolve the dispute using the procedures in this clause:
 - a. an employee must continue to perform their work as they would normally unless they have a reasonable concern about imminent risk to their health or safety; and
 - b. an employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - i) the work is not safe; or
 - ii) applicable work health and safety legislation would not permit the work to be performed; or
 - iii) the work is not appropriate for the employee to perform; or
 - iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 7) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.
- 8) The FWC shall not deal with a dispute pursuant to this clause, where the dispute is about whether the Company had reasonable business grounds to refuse a request for flexible working arrangements made under clause 11.2 of this Agreement.

23. CONSULTATION

- 1) This clause applies if the Company:
 - a. has made a definite decision to introduce a major change to services, operations, structure or technology that is likely to have a significant effect on the employees; or
 - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 2) In this clause, major change is likely to have a significant effect on employees if it results in:
 - a. the termination of employment of the employees; or
 - b. major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
 - c. the elimination of diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain employees; or
 - f. the need to relocate employees to another workplace; or

- g. the restructuring of jobs.
- 3) In this clause, relevant employees refers to employees who may or will be affected by a change referred to in this clause.
 - 4) As soon as practicable after making a decision, the Company will:
 - a. discuss with the relevant employees:
 - i) the introduction of the change; and
 - ii) the effect the change is likely to have on the employees; and
 - iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b. for the purpose of the discussion provide, in writing, to the relevant employees:
 - i) all relevant information about the change including the nature of the change proposed;
 - ii) information about the expected effects of the change on the employees;
 - iii) for change in relation to the regular roster or the ordinary hours of work, invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - iv) any other matters likely to affect the employees.
 - 5) In discharging its consultation obligations under this clause, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - 6) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
 - 7) The relevant employees may individually or jointly appoint a representative for the purposes of the procedures in this clause for the purpose of consultation with the Company. The Company must consult with the representative if the appointment of the representative:
 - a. is in writing; and
 - b. includes the identity of the representative.

24. TERMINATION OF EMPLOYMENT

24.1 NOTICE BY EMPLOYER

The Company must give employees notice of termination in accordance with the following:

Employees Period of Continuous Service	Period of Notice
For Hourly employees:	
- less than 1 year	1-week notice
- 1 year and less than 3 years	2-weeks' notice
- 3 years and less than 5 years	3-weeks' notice
- 5 years and beyond	4-weeks' notice
For Salaried employees:	
- during first six months of employment	1-week notice
- after first six months of employment	4-weeks' notice

The required notice period shall be increased by one (1) week if the employee is over 45 years old and has completed at least two (2) years of continuous service with the Company.

The Company may make payment instead of the employee working the notice period. The decision to make payment instead of the employee working the notice period is at the absolute discretion of the Company.

24.1.1 EXCLUSIONS FROM OBLIGATION TO PROVIDE NOTICE OF TERMINATION

The entitlement to notice of termination does not apply in the following circumstances:

- a. an employee whose specified term or specified task is reaching its natural end in accordance with the contract of employment;
- b. a casual employee;
- c. an employee prescribed by the Act or the Regulations of the Act as an employee to whom notice does not apply; or
- d. an employee who is summarily dismissed for serious misconduct.

24.2 NOTICE BY EMPLOYEE

Employees must give the Company notice of termination of employment in accordance with the notice periods contained in clause 24.1 except that one additional week of notice is not required if the employee is over 45 years old.

The Company may agree to accept a lesser notice period if requested by the employee. If a lesser notice period is approved by the Company, the employee will only be paid for the amount of notice given by the employee and accepted by the Company. Acceptance of a lesser notice period is entirely at the discretion of the Company.

24.3 PAYMENT ON TERMINATION OF EMPLOYMENT

24.3.1 ACCRUED ANNUAL LEAVE

Employees will be paid all accrued annual leave at the amount the employee would have been paid had the employee taken the period of leave at the time of termination.

24.3.2 LONG SERVICE LEAVE

Payment for long service leave on termination of employment will be in accordance with clause 19.9 and the *Long Service Leave Act 1955* (NSW).

24.3.3 ADDITIONAL HOURS – TIME-IN-LIEU

Additional hours accrued as time-in-lieu but not taken will be paid at the base rate of pay current at the time of termination.

This sub-clause is not applicable to employees remunerated on the basis of an annual salary.

24.3.4 ACCRUED DAYS OFF AND HPC DAY

Payment for ADOs and HPC Day accrued but not taken at the time of termination will be paid at the base rate of pay current at the time of termination.

24.3.5 TIMING OF PAYMENTS

All amounts owing on the date of termination of employment will be paid on the normal pay date following the termination date.

Exceptions to this include:

- a. if the employee has an employee benefit card, payment will be made as soon as practicable on return by the card provider of any balance remaining on the card. Returned funds will be paid to the employee after deduction of tax together with any other amounts owing; and/or
- b. the employee has not returned Company property in their possession.

Where any exception exists, payment will be made on the normal pay date after the resolution of the issues creating the exception.

24.4 REDUNDANCY

A redundancy occurs in a circumstance where the Company decides that it no longer requires the position that an employee has been doing to be done by anyone, except where this is due to the ordinary and customary turnover of labour, and there is no suitable alternative employment available for the employee. Redundancy may also occur if the Company is insolvent or bankrupt.

The Company shall undertake consultation with affected employees in accordance with clause 23 as soon as practicable after the decision is made.

Selection for redundancy shall be made having regard to the following:

- a. employee competencies;
- b. employee qualifications, skills and experience;
- c. employee work performance history; and
- d. current and future needs of the Company;

24.4.1 REDUNDANCY PAY

When employment is terminated due to redundancy, redundancy pay for continuous service will be in accordance with the following:

Period of Continuous Service	Provisions
Less than one year	Nil
1 year but less than 2 years	5-weeks' pay
2 years but less than 3 years	7-weeks' pay
3 years but less than 4 years	8-weeks' pay
4 years but less than 5 years	9-weeks' pay
5 years but less than 6 years	10-weeks' pay
6 years and less than 7 years	11-weeks' pay
7 years and less than 8 years	13-weeks' pay
8 years and less than 9 years	14-weeks' pay
9 years and over	16-weeks' pay

Redundancy pay is calculated on the employee's base rate of pay at the time of the termination.

The meaning of continuous service is the General meaning in Section 22 of the Act.

24.4.2 VARIATION OF REDUNDANCY PAY

- 1) This clause applies if:

- a. an employee is entitled to be paid an amount of redundancy pay by the Company in accordance with this clause; and
 - b. the Company:
 - i. is instrumental in obtaining acceptable alternate employment for the employee; or
 - ii. cannot pay the amount.
- 2) For the purpose of this clause, “acceptable employment” means employment that is substantially similar or that requires similar skills, education and experience to those of the employee provided that, in the case of any financial disadvantage that arises, the employee accepts the position on the terms offered.
 - 3) On application by the Company, the FWC may determine that the amount of redundancy pay specified in clause 24.4.1 is reduced to a specified amount (which may be nil) that the FWC considers appropriate.
 - 4) The amount of redundancy pay to which the employee is entitled under clause 24.4.1 is the reduced amount in the determination.

24.4.3 TIME OFF DURING NOTICE PERIOD

During the period of notice of termination given by the Company, the employee shall be allowed reasonable time off without loss of pay during each week of notice for the purpose of seeking other employment.

24.4.4 EMPLOYEE LEAVING DURING NOTICE PERIOD

An employee whose employment is terminated due to redundancy may terminate employment during the notice period and, if so, shall be entitled to the same benefits and payments under clause 24.4 as if the employee had remained with the Company until the expiry date of the notice provided that in such circumstances the employee shall not be entitled to payment in lieu of the notice not worked.

24.4.5 REDEPLOYMENT TO ANOTHER POSITION / TRANSFER OF EMPLOYMENT

- 1) The Company may redeploy an employee whose position is made redundant to an alternate position that requires a similar set of skills and competencies to those of the redundant position or for which the employee has the skills and competencies to perform at a satisfactory level with training.
- 2) Redeployment may be to a position at another location provided that the location is within a reasonable distance from the original location of the redundant position.
- 3) An employee whose position is made redundant may choose to accept an offer of redeployment to another position that will result in lower remuneration. In such circumstances:
 - a. acceptance of such redeployment is at the discretion of the employee whose position is made redundant;
 - b. if an employee accepts redeployment to a position in these circumstances, the employee ceases to become entitled to redundancy pay under clause 24.4.1;
 - c. employees are not obligated to accept a position that will result in lower remuneration;
 - d. employees who decline a lower paid position will remain entitled to the redundancy pay provisions in clause 24.4.1 if employment is terminated as a result of the redundancy; and

- e. employees who accept redeployment to a lower paid position are entitled to maintain their base rate of pay at the level they were receiving at the time their original position became redundant for a period of 26 weeks. After 26 weeks, the base rate of pay will reduce to the level of pay applicable to the classification for their new position.
- 4) An employee who is redeployed to another position will not be entitled to redundancy pay in accordance with clause 24.4.1.
- 5) An employee who is a transferring employee, as defined by the Act, whose continuity of service and other leave entitlements are recognised by the new employer will not be entitled to redundancy pay in accordance with clause 24.4.1.

24.4.6 RELOCATION

A position does not become redundant if it is moved to another location that is within a reasonable distance from the original location of the position. Whether the distance is reasonable will be assessed based on individual employee circumstances and on what is generally considered to be reasonable travel for people in the locality.

24.5 DISCIPLINARY ACTION

Employees will be accorded procedural fairness at all times in accordance with the Company's policies during procedures that may result in disciplinary action being taken against the employee by the Company.

24.6 SUSPENSION

An employee may be suspended with pay from working for part or all of a day(s) to allow for a reasonable and prompt investigation for:

- 1) refusal of duty; or
- 2) neglect of duty, including any breach of safety procedures; or
- 3) misconduct, including inappropriate behaviour such as, but not limited to allegations of bullying.

Employees may also be suspended from work if the Company has a reasonable concern about the employee's continuing fitness for work. Whilst stood down due to concerns about fitness for work, the employee shall be placed on personal leave to the extent of their accrual if necessary. The employee may also be required to attend a medical practitioner(s) of the Company's choice and/or furnish a medical report from the employee's own treating doctor(s) with respect to their continuing fitness for work at the expense of the Company.

24.7 SERIOUS MISCONDUCT

An employee will have engaged in serious misconduct if they have deliberately behaved in a way that is inconsistent with continuing their employment. Examples include, but are not limited to:

- 1) causing serious and imminent risk to the health and safety of another person or to the reputation or revenue of the Company's business;
- 2) theft;
- 3) fraud;
- 4) assault;
- 5) refusing to carry out a lawful and reasonable instruction that is a part of the job; or
- 6) being intoxicated at work.

The Company may terminate the employment of an employee for serious misconduct. The Company need not give advance notice of the termination nor pay the employee for more than the time actually worked.

25. BUSINESS CONTINUITY FLEXIBILITY

There may be occasions outside of the Company's control when the Company needs to take measures to ensure the continuity of services to the community as far as practicable in the circumstances at the time and ensure ongoing employment security for Company employees.

This clause may become effective in the event that there is a world-wide, national, state or local event in the future that directly effects the Company's ability to deliver services to the community because of Government mandated restrictions placed on individual movements in the community or the delivery of services to the community or because of the failure of national, state or local infrastructure as a result of a natural disaster. This includes a dramatic decrease in the demand for services as a direct result of the event.

The Company may only give directions to employees under this clause, where it is necessary, to continue the employment of one or more employees of the Company and all avenues, including implementing flexible work practices, have been considered.

All directions by the Company under this clause must be in writing and include the reason for the direction.

A direction given by the Company under this clause will remain in force until it is withdrawn or revoked by the Company in writing.

25.1 DIRECTION TO REDUCE HOURS OR DAYS OF WORK OR TO STAND DOWN

The Company can give an employee a direction to reduce hours or days of work or to stand down without pay if the employee can't be usefully employed for their normal days or hours because of changes to the business that are attributable to:

- 1) the impact of an international, national, state or local event that is outside of the control of the Company; and/or
- 2) government directives that impact on the Company's ability to deliver services to the community or on the ability of the community to access the services of the Company for a period of time greater than two (2) weeks.

25.1.1 DIRECTION TO REDUCE HOURS OR DAYS OF WORK

The Company is required to ensure that the direction to reduce hours or days of work isn't unreasonable, taking into account all of the circumstances. If a direction is unreasonable, it does not apply to an employee. A direction from the Company will be unreasonable if it is not substantiated by evidence such as a government directive or data to show a substantial reduction in clients and/or revenue as a result of the event.

The Company must also:

- 1) notify the employee and consult the employee at least 1 week before issuing the direction unless the employee genuinely agrees to a shorter timeframe or the circumstances are such that prior notice is not possible; and
- 2) ensure that employees requested to reduce hours or days of work are selected on an equitable and transparent basis; and
- 3) keep a written record of the consultation.

When the Company gives a direction to an employee to reduce hours or days of work, the employee will be remunerated for the actual hours worked.

If the employee has accrued annual leave available, the employee may request the Company to take paid leave for the shortfall in hours or days of work so that the employee is not unreasonably disadvantaged financially. The Company will not unreasonably refuse a request from the employee to take paid leave in conjunction with reducing hours or days of work.

25.1.2 DIRECTION TO STAND DOWN

The Company is required to ensure that the direction to stand down without pay is reasonable in all of the circumstances. The Company may direct employees to stand down without pay in accordance with section 524 of the Act. An employee must not be stood down by the Company if the employee is:

- a. taking paid or unpaid leave that is authorised by the employer; or
- b. otherwise authorised to be absent from the employee's employment.

Any period of time during which an employee is stood down without pay is counted as service for the purpose of long service leave eligibility.

An employee may undertake employment with another employer during any period for which they are stood down by the Company without pay provided that the employee resumes their normal duties with the Company when requested.

25.2 DIRECTION TO CHANGE USUAL DUTIES, LOCATION OF WORK AND/OR DAYS OF WORK

The Company may direct an employee to undertake duties at a different location and/or that are different to the normal duties of the employee and/or on different days to the days normally worked provided that:

- 1) notify the employee and consult the employee at least 1 week before issuing the direction unless the employee genuinely agrees to a shorter timeframe or the circumstances are such that prior notice is not possible; and
- 2) ensure that the employees requested to work at a different location and/or days of work have been selected on an equitable and transparent basis; and
- 3) the duties are within the employee's skill and competency; and
- 4) the duties are safe having regard to the circumstances of the request; and
- 5) the duties are reasonably within the scope of the Company's business operations; and
- 6) in a case where the employee is required to have a particular licence, qualification or clearance, the employee has the licence, qualification or clearance; and
- 7) in the case of a different location, the location:
 - a. does not require the employee to travel an unreasonable distance;
 - b. is safe in relation to the duties to be performed;
 - c. is suitable for the employee's duties; and
 - d. is reasonable in all of the circumstances.

When the Company gives an employee a direction to undertake different duties, the employee will be remunerated on the higher of the employee's usual rate of pay or the rate of pay applicable to the duties performed by the employee.

25.3 INTERACTION WITH MINIMUM ENTITLEMENTS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Business Continuity Flexibility clause has no impact on an employee's minimum entitlements and other terms and conditions of employment with the exception of Redundancy Provisions in clause 24.4 which do not apply unless the employee's employment is terminated due to the position becoming redundant on a permanent basis or the reduction to the days or hours of work becomes permanent.

SCHEDULE A – CLASSIFICATION DEFINITIONS

The definitions in this schedule are indicative of the types of positions and professions that may be employed under this Agreement but are not exhaustive. The definitions provide a guide in relation to the classification of current and future positions. The definitions indicate the minimum level that positions will be remunerated. Factors such as additional responsibilities, additional skill requirements and market pressures may result in remuneration at a level higher than indicated in this Agreement.

All employees in all groups are expected to:

- consistently demonstrate an ability and willingness to behave in a manner that is consistent with the Company's values of Respect, Excellence, Integrity and Recognition;
- have a constructive, receptive and respectful approach to giving and receiving feedback in accordance with the Company's values with a commitment to ongoing development and improvement; and
- be computer literate and able to learn and use a range of software programs relevant to the specific role. Examples include email, Microsoft Word and Excel, client management software.

The Company may develop new classifications during the term of this Agreement for professions, not foreseen at the time of making this Agreement, in consultation with employees.

A.1 CLINICAL SERVICES

Employees delivering clinical services have a degree or postgraduate qualification, with the exception of AHPRA registered Aboriginal Health Practitioners, together with relevant credentials and registrations or accreditations that legally entitles them to deliver clinical services directly to clients in accordance with their clinical scope of practice, competencies and the professional standards for their particular profession.

To be remunerated for clinical service delivery, the clinical qualification and, registration, accreditation or professional membership, will be an essential requirement of the role. Clinical service delivery involves direct diagnosis, treatment and/or care for a patient/client within the clinical scope for the professional group.

In addition to the skills and competencies defined by professional bodies, all employees in this group will have the following skills and competencies:

- excellent interpersonal skills with an ability to communicate effectively with a wide range of people from diverse backgrounds; and
- willingness to contribute to the development and implementation of quality improvement initiatives.

A.1.1 ALLIED HEALTH PROFESSIONALS (AHP)

Full-time and part-time Allied Health Professionals are remunerated based on an annual salary which incorporates payment for reasonable additional hours and allowances as specified in clause 15.1.2.

AHPs are either registered with the relevant National Board under AHPRA or are accredited (or working towards in an agreed timeframe) for their profession by the relevant National professional body. AHPs will have a nationally recognised professional organisation with a code of ethics/conduct, competency standards and enforceable regulatory standards from a National Board or recognised accrediting body.

A.1.1.1 AHP Level 1

Level one AHPs are regarded as entry level health professionals in the initial years of experience. This is the entry level for new graduates who meet the requirement to practise as a registered or

accredited allied health professional or such qualifications as deemed acceptable by the Company. It is also the level for the early stages of the career of an AHP working in a clinical capacity.

Examples of AHPs that could be employed by the Company include entry level:

- Aboriginal Health Practitioner
- Audiologist
- Clinical Care Coordinator – Dietitian/Exercise Physiologist/Occupational Therapist
- Dietitian
- Exercise Physiologist
- Occupational Therapist
- Osteopath
- Physiotherapist
- Podiatrist
- Social Worker
- Speech Pathologist

Aboriginal Health Practitioners with a Cert IV qualification and AHPRA registration in the initial years of experience with limited/no community engagement or care coordination experience will commence at a minimum pay point of 1.1.

Allied Health practitioners in the initial years of clinical experience with limited/no care coordination experience will commence at a minimum pay point of 1.1 for a 3-year degree and 1.2 for a 4-year degree.

A.1.1.2 AHP Level 2

An AHP at this level can work independently and is required to exercise independent judgment on routine matters. A Level 2 AHP may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level, the health professional may be actively involved in quality improvement activities and research.

A Level 2 AHP will contribute to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students, if an endorsed supervisor with the National Board, as applicable

Progression to Level 2 is based on application by the employee and appointment by the Company in accordance with Company policy or by way of a recruitment and selection process for a vacant position.

AHPs who are new graduates or in the early stage of their clinical career may be appointed at Level 2 when they have substantial industry experience within a particular field that is relevant to the role, e.g. support coordination for mental health, disability or chronic disease clients.

A.1.1.3 AHP Level 3

AHPs at this level are experienced clinicians who possess extensive specialist knowledge or a high level of generalist knowledge within their discipline. An AHP at this level can independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level, AHPs will have additional responsibilities.

An employee at this level:

- will provide clinical services to client groups in circumstances of a complex nature requiring advanced practice skills;

- will work in an area that requires high levels of specialist knowledge and skill as recognised by the Company;
- may have generalist skills in the profession with a high level of clinical skills enabling them to work across a range of clinical areas and/or client groups within their discipline;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- may be involved in delivering in-service education programs to staff;
- may be a sole discipline specific health professional who practices in professional isolation from health professionals from the same discipline;
- can provide clinical supervision for less experienced employees;
- may be responsible for providing regular feedback for senior staff to improve health outcomes for clients;
- may be accountable for allocation and/or expenditure of resources in relation to a project and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their clients and communities;
- may be involved in planning, implementing, evaluating and reporting on services;
- are responsible for providing support for the efficient, cost effective and timely delivery of services; and
- may be required to be accredited to work in a specialised field, e.g. mental health

Progression to Level 3 is based on application by the employee and appointment by the Company in accordance with Company policy or by way of a recruitment and selection process for a vacant position.

A.1.1.4 AHP Level 4

An AHP at Level 4 applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.

A Clinical/Team Leader is an Allied Health Professional who has applied for the specified role through an application and selection process for an advertised position. The incumbent will be selected and appointed to the role by the Company.

A Clinical Leader will commence their employment at a minimum of Level 4.1 on commencement of the Clinical Leader role. An employee at this level:

- has a proven record of achievement at a senior level;
- may be managing a team, which may be multidisciplinary or providing clinical leadership to a group of employees in the same profession;
- may be responsible for a major project including developing, implementing and delivering the planned outcomes;
- can provide clinical and non-clinical supervision for other employees; and
- a Clinical/Team Leader will have demonstrated clinical experience and provide clinical oversight of a number of staff or program areas and is accredited as a Supervisor by AHPRA where that is a professional requirement.

Appointment at Level 4 is based on application by the employee through a recruitment process for an available position.

A.1.2 PSYCHOLOGISTS

Full-time and part-time Psychologists are remunerated based on an annual salary which incorporates payment for reasonable additional hours and allowances as specified in clause 15.1.2.

Appointment and progression will be in accordance with HPC Psychologists Remuneration Progression Procedures.

A.1.2.1 PSY Level 1.1 Provisional Psychologist

A Provisional Psychologist is an employee with a 4-year degree in Psychology, being a 3-year degree with a fourth year honours in Psychology, who holds provisional registration with the Psychology Board Australia and who is working towards attaining registration with the Psychology Board Australia as a Psychologist by the completion of a post graduate psychology degree, e.g., Masters or PhD (Clinical) or the completion of a 5+1 program, e.g., Masters of Professional Psychology.

A.1.2.1 PSY Level 1.2 - 1.4 Psychologist

A Psychologist is an employee who holds general registration with the Psychology Board Australia.

A Psychologist will transition from Level 1.1 to Level 1.2, on commencement of the first full pay period, on or after achievement of general registration with the Psychology Board of Australia.

A.1.2.1 PSY Level 1.5 Senior Psychologist

A Senior Psychologist is an employee who has a minimum of 6 years full-time equivalent relevant clinical experience as a Psychologist and has demonstrated specific area/s of expertise obtained through working in clinical environments. In their area/s of expertise, this employee can provide clinical mentoring, supervision and peer support to other Psychologists.

A Senior Psychologist will be remunerated at Level 1.5 on commencement of the first full pay period on or after approval has been granted for the promotion.

A.1.2.2 PSY Level 2

A Level 2 Psychologist is an employee who has a:

- postgraduate Psychology Degree accredited as a fifth and sixth year of study, e.g., Masters or PhD (Clinical Psychology), or
- a postgraduate psychology degree accredited as a fifth, sixth and seventh year of study, e.g. DPsych or PsyD

conferred through a University accredited by the Australian Psychology Accreditation Council (APAC) in the disciplines of Clinical or Clinical/Health Psychology who is approved by AHPRA to undertake a Clinical Psychology Registrar program.

A.1.2.2 PSY Level 2.1 Clinical Psychology Registrar

A Clinical Psychology Registrar will commence their employment at Level 2.1. Engagement at this level will commence on the first full pay period on or after the date the registrar program in the area of clinical psychology is approved by AHPRA.

A.1.2.2 PSY Level 2.2 - 2.4 Clinical Psychologist

A Clinical Psychologist will commence their employment at Level 2.2. Engagement at this level will commence on the first full pay period on or after the date AHPRA has approved the application for an area of practice endorsement in clinical psychology following the completion of an approved Clinical Psychology Registrar program or following assessment of overseas equivalent by AHPRA.

A.1.2.2 PSY Level 2.5 Senior Clinical Psychologist

A Senior Clinical Psychologist is an employee who has a minimum of 6 years full-time equivalent relevant clinical experience following endorsement as a Clinical Psychologist by AHPRA.

An employee at this level will:

- have demonstrated specific area/s of expertise obtained through working in clinical environments that are highly developed and reflected in their caseload and provision of consultation/teaching;
- with their expertise, provide clinical mentoring, supervision and peer support to other Psychologists/Clinical Psychologists;
- provide support, as required, to the Service Manager related to clinical service co-ordination, service planning and development;
- hold or be eligible for membership of the Clinical College of the Australian Psychological Society or be working towards same; and
- be an accredited supervisor for postgraduate clinical psychology students and would be eligible for, or appointed as, a conjoint appointee at the University of Newcastle.

A Senior Clinical Psychologist will commence their employment at Level 2.5. Engagement at this level will commence on the first full pay period on or after approval has been granted for the promotion.

A.1.2.3 PSY Level 3

Clinical Leader

A Clinical Leader is a Psychologist/Clinical Psychologist who has applied for a Clinical Leader role through an application and selection process for an advertised position. The incumbent will be selected and appointed to the role by the Company.

A Clinical Leader will commence at a minimum Level 3.1 on commencement of the Clinical Leader role, unless relevant experience in a similar role has been demonstrated.

Clinical Leader Level 3.3 is applicable to an experienced Clinical Psychologist (PSY 2.4 or above).

A Clinical Leader will have demonstrated clinical experience and provide clinical oversight of a number of staff or program areas and is accredited as a Supervisor by AHPRA.

Clinical Manager

A Clinical Manager is an endorsed Clinical Psychologist who has applied for a Clinical Manager role through an application and selection process for an advertised position. The incumbent will be selected and appointed to the role by the Company.

A Clinical Manager will commence their employment at a minimum of Level 3.3 on commencement of the Clinical Management role.

A Clinical Manager will have the above experience and will have clinical and activity and professional development planning responsibilities for designated staff and programs and will be accredited as a Supervisor with AHPRA, for all levels of supervision, up to and including Principal Supervisor for Clinical Psychology Registrars.

A.1.3 REGISTERED NURSES

Registered nurses will be authorised to practise as a registered nurse by AHPRA.

A.1.3.1 RN Levels 1

An employee at this level performs their duties according to their level of competence and under the general guidance of a RN Manager who provides work related support and direction.

An employee at this level is required to perform general nursing duties which include substantially, but not confined to:

- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- providing supervised education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
- may provide support, direction and education to newer or less experienced staff; and
- accept accountability for the employee's own standards of nursing care and service delivery.

A newly qualified RN will commence at RN Level 1.1 and remain at that level for between 1 and 3 years until such time that they can demonstrate competence in the core requirements of their role at which time, they will progress to Level 1.2.

A RN with at least 3 years' experience relevant to the role to which they are appointed will commence at a minimum of Level 1.2.

A.1.3.2 RN Level 2

Full-time and part-time Registered Nurses are remunerated based on an annual salary which incorporates payment for reasonable additional hours and allowances as specified in clause 15.1.2.

Appointment to this level will depend on the level of complexity/responsibility associated with the duties described and the availability of a suitable position.

An employee at this level:

- holds any other qualification required for working in the employee's particular practice setting; and
- is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this level on a continuing basis.

Duties of a Clinical nurse will substantially include, but not be limited to:

- exercising autonomy of decision making;
- exercising professional knowledge and judgement in providing complex care requiring advanced clinical skills;
- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to new employees;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated;
- may work across a range of clinical areas and/or client groups within their scope of practice;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and

- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

A.1.3.3 RN Level 3

A Level 3 Registered Nurse:

- holds any other qualification required for working in the employee's particular practice setting;
- is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this sub-clause on a continuing basis; and
- may be in a position equivalent to a Clinical Nurse Consultant, Nurse Manager/Team Leader or Nurse Educator.

Appointment to this level will depend on the level of complexity/responsibility associated with the duties described and the availability of a suitable position.

In addition to the duties of a RN Level 2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:

- providing leadership and role modelling, in collaboration with others within the employee's area of responsibility; and
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care.

Clinical Nurse Consultant

- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

Nurse Manager

- staff selection and education;
- allocation and rostering of staff;
- work health and safety;
- initiation and evaluation of staff and resource management;
- participating in policy development and implementation;
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing requirements; and
- managing financial matters, budget preparation and cost control in respect of service delivery within that span of control.

Nurse Educator

- implementation and evaluation of patient or client education programs;
- implementation and evaluation of staff education and development programs;
- staff selection;
- participating in policy development and implementation;

- evaluation of education and staff development programs for a specified population.
- being accountable for the assessment, planning, implementation and evaluation of education and staff development programs for a specified population.

A.2 HEALTH & WELLBEING SERVICES

The primary purpose of Health & Wellbeing Services positions is to deliver non-clinical services and supports to clients and/or the broader community. Employees in these positions may require a certificate, diploma or higher qualification relevant to the specific role.

All employees in this group will have the following skills and competencies:

- excellent interpersonal skills with an ability to communicate effectively with a wide range of people from diverse backgrounds and organisations; and
- willingness to contribute to the development and implementation of quality improvement initiatives.

A.2.1 HWS Level 1

A Level 1 Health & Wellbeing Services employee is an entry level employee who will be either newly qualified with less than 12 months FTE equivalent relevant industry experience or be undertaking a relevant qualification or be prepared to undertake a relevant qualification at Certificate IV or above.

A Level 1 Health & Wellbeing Services employee may also be someone undertaking a role with limited responsibilities that fall within the following parameters and who may require a Certificate II or Certificate III qualification.

An employee at this level will, after undertaking initial role-specific training:

- work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge;
- perform functions that are defined by established routines, methods, standards and procedures with supervision and guidance readily available;
- may support a more experienced employee to carry out the functions of their role;
- be responsible for managing their own time, planning and organising their delegated work;
- exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- achieve clearly defined outcomes; and
- respond to enquiries.

Guide for commencing classification level:

- HWS Level 1.1 employee working towards qualification with no experience/less than 1-year FTE experience
- HWS Level 1.1 employee with a Cert III qualification relevant to the role, e.g. Aboriginal Health Worker with no/less than 1-year FTE experience
- HWS Level 1.2 employee with a new Cert IV/Diploma qualification with no experience/less than 1-year FTE experience
- HWS Level 1.3 employee with new degree qualification with no experience/less than 1-year FTE experience

Newly Cert III qualified HWS employees who commence at Level 1.1 will progress to HWS Level 1.2 on completion of 1-year FTE experience providing that the employee is meeting performance and development expectations.

Newly Cert IV/Diploma qualified HWS employees who commence at Level 1.2 and whose position is generally classified as a Level 2 position, will progress to HWS Level 2.1 on completion of 12 months FTE experience providing that the employee is meeting performance and development expectations.

Newly Degree Qualified HWS employees who commence at Level 1.3 and whose position is generally classified as a Level 2 position, will progress to HWS Level 2.2 on completion of 12 months FTE experience providing that the employee is meeting performance and development expectations.

A.2.2 HWS Level 2

Full-time and part-time Health & Wellbeing Services employees Levels 2 and above are remunerated on the basis of an annual salary which incorporates payment for reasonable additional hours and allowances as specified in clause 15.1.2.

Employees in positions classified as HWS Level 2 will undertake most of the following:

- will work with the support of clinical and/or specialist staff for non-routine or complex matters;
- 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;
- may be required to exercise initiative and judgment where practices and direction are not clearly defined;
- will apply knowledge and skills that are gained through qualifications and/or previous experience in a similar role/industry;
- may be required to contribute knowledge in establishing procedures related to the role;
- perform duties of in a specific field requiring the development of expertise over time or previous knowledge;
- will have and maintain a sound knowledge of internal and external stakeholders relevant to the services provided;
- will be required to plan and organise their own work and meet operational goals/KPIs;
- will require excellent interpersonal and communication skills and the ability to manage and provide services to allocated clients; and
- will generally have a Certificate IV or higher qualification, or be working towards a degree, and have experience relevant to the role.

An employee with a new Certificate IV or Diploma qualification with 1-year FTE experience in a similar role will commence at a minimum Level HWS 2.1.

A new graduate with 1-year FTE experience in a similar role will commence at a minimum Level HWS 2.2.

A.2.3 HWS Level 3

Employees in positions classified as HWS Level 3 will undertake most of the following:

- will work under limited direction from senior employees and 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;
- adhere to established work practices but may be required to exercise initiative and judgment where practices and direction are not clearly defined;
- will develop and maintain a sound knowledge of internal and external stakeholders relevant to the services provided;
- may be responsible for a range of functions requiring a high level of skills and knowledge;
- will need to have and maintain knowledge of organisational services and programs;

- will apply specialised knowledge and skills that are gained through qualifications and previous experience relevant to the role;
- may utilise specialised knowledge, skills and qualifications to provide expert advice and guidance to others in the management of complex clients;
- will be required to plan and organise their own work and meet operational goals/KPIs;
- may have responsibility for a moderately complex project, including planning, coordination, implementation and administration;
- are responsible for monitoring and keeping up to date with changing requirements in role/discipline requirements; and
- are responsible for researching and designing innovative solutions for clients aimed at improving their wellbeing.

A.2.4 HWS Level 4

Employees in positions classified as HWS Level 4 will undertake most of the following:

- will operate under limited direction from senior employees or management and will undertake a range of functions for which operational policies, practices and guidelines may need to be developed;
- have scope to influence the operational activities of the Company and would be involved with establishing operational procedures which impact on the Company and the community served by it;
- will make decisions in relation to their particular work area within delegated responsibility;
- may exercise managerial responsibility, work independently as a senior specialist or may be a senior member of a single discipline, project team or provide specialist support to a range of programs or activities;
- may be responsible for setting and monitoring performance expectations for a team and for providing performance feedback and development;
- coach and guide employees in area of responsibility;
- may control and coordinate a work area within budgetary constraints;
- exercise a high degree of autonomy in establishing the operation of the work area/team;
- monitor the external environment for opportunities and challenges related to the services in area of responsibility and act on them.

A.3 BUSINESS SUPPORT SERVICES

Business Support Services positions deliver services to the Company to support service delivery to the community and sound corporate governance. Roles may support individual business units or the Company as a whole or provide a service to other businesses. Roles may be administrative, technical or professional.

A.3.1 BSS Level 1

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team;
- performs a limited range of non-complex tasks;
- is not required to have previous experience or training; and

- would normally be limited to process or simple data entry duties and not be involved in direct client service.

A.3.2 BSS Level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- is capable of basic problem-solving within established procedures;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills;
- is competent in the use of computers relative to the role, including email, internet, Microsoft Word and Excel (or similar), client management systems; and
- requires specific on-the job training and/or relevant skills training or experience;
- may be responsible for billing clients within established procedures; and
- would normally undertake a range of clerical or administrative functions within established routines, methods and procedures.

A.3.3 BSS Level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- is competent in the use of computers relative to the role, including email, internet, Microsoft Word and Excel (or similar), client management systems and may have responsibility for maintaining templates and simple data bases;
- is able to identify and resolve errors and omissions within the scope of the role and established procedures;
- possesses sound communication skills;
- requires specific on-the-job training and/or the relevant skills training or experience; and
- may be responsible for billing clients within established procedures and resolving errors and omissions within the scope of established billing procedures; and
- may require a Certificate II or Certificate III and/or industry certification related to the role.

A.3.4 BSS Level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is capable of problem-solving within the scope of the role with limited need for support and assistance;
- is responsible for work performed with a medium level of accountability and discretion;
- works under limited supervision, either individually or in a team;
- is able to identify improvements to procedures;
- may be responsible for supervising and directing another employee performing related tasks and approving timesheets;
- possesses good communication, interpersonal and analytical skills relevant to the role/specialisation;

- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience at Certificate III or IV level; and
- would normally undertake a range of more complex clerical, data, technical or basic accounting functions within established routines, methods and procedures.

A.3.5 BSS Level 5

An employee at this level:

- is capable of functioning semi-autonomously and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- is capable of using initiative in identifying and resolving challenges related to the role;
- has well-developed problem-solving and time management skills;
- possesses good communication, interpersonal and sound analytical skills
- may be responsible for the rostering and day to day management of a small team with the support of the immediate manager;
- may be responsible for maintaining the integrity of a data base or data system;
- in the case of an administrative/clerical employee, requires a comprehensive knowledge of all aspects of the systems and services being supported;
- may have oversight of billing and invoicing or executing billing and invoicing in a complex way or with a larger material impact;
- may require knowledge of specialised systems;
- may require a high degree of computer literacy and an ability to learn, use and interrogate data in multiple software programs; and
- requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience at Certificate IV or Diploma level.

A.3.6 BSS Level 6

Full-time and part-time Business Services employees are remunerated on the basis of an annual salary which incorporates payment for reasonable additional hours and allowances as specified in clause 15.1.2.

An employee at this level:

- will usually require qualifications relevant to the role at Certificate IV Level or higher;
- is capable of functioning with a high level of autonomy and prioritising their own work within established policies, guidelines and procedures;
- may require comprehensive knowledge of a specialised task/function and be responsible for the task/function with minimal direction;
- is capable of using initiative in identifying and resolving challenges related to the role;
- has well-developed problem-solving and time management skills;
- possesses good communication, interpersonal and sound analytical skills;
- is responsible for work performed with a substantial level of accountability;
- may be responsible for the rostering and day to day management of a team with the support of the immediate manager;
- may be responsible for maintaining the integrity of a data base or data system;

- in the case of an administrative/clerical employee, requires a comprehensive knowledge of all aspects of the systems and services being supported;
- requires a high degree of computer literacy and an ability to learn, use and interrogate data in relevant software programs; and
- requires specific on-the-job training, and will usually require formal qualifications and relevant skills training or experience.

Roles at this level may require specialised skills and qualifications such as, but not limited to, accounting, payroll, human resources, information technology, project management.

A.3.7 BSS Level 7

An employee at this level:

- may be performing an organisation-wide specialised role requiring specialised skills, qualifications and experience sufficient to work with minimal supervision and direction;
- may have responsibility for managing a specialised function;
- is capable of functioning autonomously and prioritising their work and the work of others, when applicable;
- is able to identify, plan and implement improvement initiatives and engage with others to adopt change;
- is able to research complex issues, including legislation relevant to a specialised area, and make recommendations for change;
- may be required to provide operational advice, support and training to managers and employees within the scope of the position;
- may supervise the work of others, including work allocation, rostering, guidance, performance feedback and development;
- may be required to analyse complex data and write reports;
- will possess well developed problem-solving abilities; and
- is able to communicate well verbally with a range of people and is proficient in writing business documents.

A.3.8 BSS Level 8

Employees at this level will typically have worked and studied in a relevant field and will have achieved a standard of specialist knowledge and experience sufficient to enable them to independently advise on a range of activities related to the specialised field and contribute to the determination of objectives within the relevant field of their expertise.

Employees at this level have a high degree of accountability for their own work and may have delegated responsibility for the work under their control.

Work at this level requires the application of knowledge, usually gained through previous experience in the discipline or from post-secondary or tertiary study.

Indicative duties and skills at this level may include:

- apply detailed knowledge of the Company's objectives, performance, projected areas of growth and general industry conditions for the purposes of assisting in the development of new policy and services to meet changing market needs or other circumstances;
- prepare internal reports for management in any or all of the following areas:
 - o accounting/financial;
 - o staffing;

- legislative requirement; and
- other significant company activities/operations;
- investigate, interpret and evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers;
- may be responsible for business development in a specialised field including developing and maintaining relationships with business clients and suppliers; and
- general knowledge of the Company's operations, combined with specialist knowledge of major activities within the work area.

SCHEDULE B – SALARY TABLES

B. SALARY TABLES

The minimum salary paid to employees will be the rate for the classification level for their role.

Employees who perform duties in more than one role with different classifications and rates of remuneration may be remunerated at a special average salary which is calculated based on the classification for each role and the amount of time allocated to each role.

Progression through pay points for classification levels will be in accordance with clause 15.4.1 unless otherwise indicated in Schedule A.

B.1 CLINICAL SERVICES

B.1.1 ALLIED HEALTH PROFESSIONALS

Level / Pay Point	Base Rate Per Hour	Base Rate Per Annum
AHP 1.1	\$30.6174	\$60,500
AHP 1.2	\$32.1356	\$63,500
AHP 1.3	\$34.6660	\$68,500
AHP 2.1	\$37.1964	\$73,500
AHP 2.2	\$38.7146	\$76,500
AHP 2.3	\$42.1333	\$83,255
AHP 3.1	\$44.5068	\$87,945
AHP 3.2	\$45.6863	\$90,276
AHP 3.3	\$49.1296	\$97,080
AHP 3.4	\$50.8721	\$100,523
AHP 4.1	\$52.8128	\$104,358
AHP 4.2	\$54.1387	\$106,978
AHP 4.3	\$56.9580	\$112,549

B.1.2 PSYCHOLOGISTS

Level / Pay Point	Base Rate Per Hour	Base Rate Per Annum
PSY 1.1	\$33.6760	\$66,544
PSY 1.2	\$35.5048	\$70,157
PSY 1.3	\$41.2235	\$81,458
PSY 1.4	\$46.4329	\$91,751
PSY 1.5	\$50.8721	\$100,523
PSY 2.1	\$46.4329	\$91,751
PSY 2.2	\$49.1296	\$97,080
PSY 2.3	\$53.0337	\$104,795
PSY 2.4	\$57.0752	\$112,781
PSY 2.5	\$61.6509	\$121,822
PSY 3.1	\$53.5653	\$105,845
PSY 3.2	\$54.4675	\$107,628
PSY 3.3	\$58.0000	\$114,608
PSY 3.4	\$61.6509	\$121,822
PSY 3.5	\$64.5006	\$127,453

B.1.3 REGISTERED NURSES

Level / Pay Point	Base Rate Per Hour	Base Rate Per Annum
RN 1.1	\$30.6174	\$60,500
RN 1.2	\$35.5516	\$70,250
RN 1.3	\$40.4858	\$80,000
RN 1.4	\$42.500	\$83,980
RN 2.1	\$44.5068	\$87,945
RN 2.2	\$45.6863	\$90,276
RN 2.3	\$48.6610	\$96,154
RN 2.4	\$50.8721	\$100,523
RN 3.1	\$52.8128	\$104,358
RN 3.2	\$54.0016	\$106,707
RN 3.3	\$58.5872	\$115,768

B.2 HEALTH & WELLBEING SERVICES


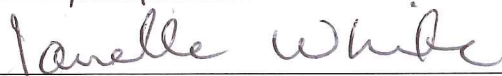
Level / Pay Point	Base Rate Per Hour	Base Rate Per Annum
HWS 1.1	\$27.0000	\$53,352
HWS 1.2	\$28.0350	\$55,397
HWS 1.3	\$30.6174	\$60,500
HWS 2.1	\$33.0000	\$65,208
HWS 2.2	\$36.1989	\$71,529
HWS 2.3	\$37.1900	\$73,487
HWS 2.4	\$38.7146	\$76,500
HWS 3.2	\$42.1333	\$83,255
HWS 3.3	\$43.0162	\$85,000
HWS 4.1	\$45.1004	\$89,118
HWS 4.2	\$47.0648	\$93,000
HWS 4.3	\$50.0000	\$98,800

B.3 BUSINESS SUPPORT SERVICES

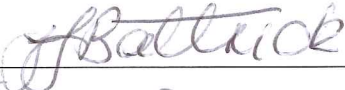

Level / Pay Point	Base Rate Per Hour	Base Rate Per Annum
BSS 1	\$23.6208	\$46,675
BSS 2.1	\$25.9534	\$51,284
BSS 2.2	\$26.6534	\$52,667
BSS 2.3	\$27.3534	\$54,050
BSS 3.1	\$28.0350	\$55,397
BSS 3.2	\$28.7350	\$56,780
BSS 3.3	\$29.4350	\$58,164
BSS 4.1	\$31.6392	\$62,519
BSS 4.2	\$32.6392	\$64,495
BSS 4.3	\$33.6392	\$66,471
BSS 5.1	\$34.2555	\$67,689
BSS 5.2	\$35.2555	\$69,665
BSS 5.3	\$36.2555	\$71,641
BSS 6.1	\$37.7072	\$74,509
BSS 6.2	\$38.9072	\$76,881
BSS 6.3	\$40.1072	\$79,252
BSS 7.1	\$41.5398	\$82,083
BSS 7.2	\$43.3500	\$85,660
BSS 7.3	\$45.1004	\$89,118
BSS 8.1	\$48.6610	\$96,154
BSS 8.2	\$51.2196	\$101,210
BSS 8.3	\$53.1377	\$105,000

26. SIGNATURES

Signed for and on behalf of Hunter Primary Care Ltd ABN 27 061 783 015:

Signature of Authorised Person:	
Name in Full:	Brenda Ryan
Position:	Chief Executive Officer
Address:	7 Warabrook Boulevard, Warabrook NSW 2304
Date:	28/01/2021
Witness Signature:	
Witness Name in Full:	Janelle White
Witness Address:	7 Warabrook Boulevard, Warabrook NSW 2304

Signed on behalf of Employees:

Signature of Authorised Person:	
Name in Full:	Jenny Battinck
Position:	Employee Representative
Address:	7 Warabrook Boulevard, Warabrook NSW 2304
Date:	28/01/2021
Witness Signature:	
Witness Name in Full:	Janelle White
Witness Address:	7 Warabrook Boulevard, Warabrook NSW 2304

Brett Holmes

Brett Howard Holmes
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

O'Bray Smith

O'Bray Smith
President
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

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.