



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Western Health Alliance Limited T/A Western NSW Primary Health
Network**
(AG2021/4434)

WESTERN HEALTH ALLIANCE LIMITED ENTERPRISE AGREEMENT 2021

Health and welfare services

COMMISSIONER YILMAZ

MELBOURNE, 19 APRIL 2021

Application for approval of the Western Health Alliance Limited Enterprise Agreement 2021.

[1] An application has been made for approval of an enterprise agreement known as the *Western Health Alliance Limited Enterprise 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 Western Health Alliance Limited T/A Western NSW Primary Health Network. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Australian Nursing and Midwifery Federation being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and in accordance with s.54, will operate from 26 April 2021. The nominal expiry date of the Agreement is 18 April 2025.



COMMISSIONER

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Annexure A

**RE: WESTERN HEALTH ALLIANCE LIMITED ENTERPRISE AGREEMENT
2021 (AG2021/4434)**

Western Health Alliance Limited t/as Western NSW Primary Health Network provides the following undertaking:-

1. The nominal expiry date of the *Western Health Alliance Limited Enterprise Agreement 2021 (the Agreement)* will be the earlier of the following:
 - a) four (4) years from the date of the Agreement's approval by the Fair Work Commission; or
 - b) 30 June 2025.

Signed for and on behalf of Western Health Alliance Limited t/as Western NSW Primary Health Network.

Robert Strickland
Acting Chief Executive Officer

WESTERN HEALTH ALLIANCE LIMITED ENTERPRISE AGREEMENT 2021

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

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PART 1 - FRAMEWORK PROVISIONS

1 OVERVIEW AND OBJECTIVES OF THIS EA

- 1.1 The purpose of this EA is to set out clearly the “enhanced safety net” of terms and conditions that:
- (a) apply to all employees it covers (“**Employees**”); and
 - (b) may be supplemented by WHAL’s workplace policies and by individual arrangements negotiated by individual Employees on a case by case basis.
- 1.2 By implementing this EA, WHAL and its staff aim to:
- (a) simplify and streamline the minimum terms and conditions that apply within WHAL;
 - (b) transparently align the employment conditions, remuneration arrangements and workforce relations structures within WHAL to the organisation’s corporate objectives, funding limitations and stakeholder expectations;
 - (c) encourage a focus on building skills and organisational capacity to achieve WHAL’s objectives and goals, including by adopting flexible, integrated work practices that allow Employees to function across various departments and business units where appropriate as needs dictate;
 - (d) recognise that individuals who choose to work for WHAL aspire to serve the community as a team and that achieving WHAL’s objectives together provides Employees with significant personal and professional rewards to supplement the banded remuneration under this EA; and
 - (e) at the same time, allow sufficient scope and flexibility for WHAL to:
 - (i) reward Employees for individual growth, career progression and productivity improvements;
 - (ii) accommodate and encourage diversity within the workforce; and
 - (iii) accommodate and support individual work/life preferences where feasible.
- 1.3 The parties are committed to maintaining and improving efficiency and flexibility, which will in turn maintain and increase the ability of WHAL to deliver the best possible service to the community.

2 HOW THIS EA OPERATES

- 2.1 This agreement is an Enterprise Agreement made pursuant to Part 2- 4 of the *Fair Work Act 2009* (Cth) (“**Fair Work Act**”) and shall be known as the “*Western Health Alliance Limited Enterprise Agreement 2021*” (“**EA**”).
- 2.2 This EA shall start to operate from seven (7) days after the date it is approved by the Fair Work Commission (“**FWC**”) and shall have a nominal expiry date (“**NED**”) of 30 June
-

2025. The EA will continue to operate after its NED unless and until terminated or replaced.

- 2.3 The EA operates in accordance with its terms and the Fair Work Act. It is the entire agreement between WHAL and Employees in relation to collectively applicable terms of employment with WHAL.
- 2.4 The EA operates subject to the Fair Work Act. If any provision contravenes the Fair Work Act or otherwise is (or becomes) unlawful, then that provision has no effect to the extent it would be unlawful.
- 2.5 The meanings of defined terms used in this document are set out in Schedule 1. They may also be referenced in inverted commas and bold text for ease of initial recognition and reference.
- 2.6 The re-negotiation of this EA will take place no later than six (6) months prior to the NED of this EA.

3 WHO THIS EA COVERS

- 3.1 This EA covers the following persons and entities:
 - (a) Western Health Alliance Limited (“WHAL”);
 - (b) all individuals employed by WHAL in a classification listed in Schedule 3 in this EA, other than “Excluded Employees”; and
 - (c) any bargaining representatives, including Health Services Union NSW Branch, named as being covered by it in FWC’s decision approving this EA.
- 3.2 The following Employees are Excluded Employees:
 - (a) the Chief Executive Officer (“CEO”); and
 - (b) Executive Managers; and
 - (c) the WHAL Board; and
 - (d) Advisory council members; and
 - (e) any Employee employed by WHAL, in a position not listed in the classifications in Schedule 3 of the EA; and
 - (f) any Employee employed by WHAL, whose annual cash salary (excluding superannuation) exceeds that of Level 5, Grade 4 as outlined in Schedule 2, as increased each year in accordance with the percentage salary increases in Clause 19.5.

4 EFFECT ON OTHER AWARDS AND AGREEMENTS

- 4.1 While this EA operates, no Modern Award applies to Employees, or to an employer or an employer organisation in relation to Employees, and no individually negotiated contract or agreement with a particular Employee will operate to the extent it is

inconsistent with this EA.

- 4.2 This EA extinguishes the operation of all previous Industrial Agreements that would otherwise apply to any Employees.
- 4.3 The terms and conditions in this EA extinguish and replace the terms of all other agreements between any Employee and WHAL, but only to the extent of any inconsistency. Despite this, it does not end or break the employment contract between any individual Employee and WHAL and if a term in an individual Employee's contract of employment is more beneficial than (but not inconsistent with) the equivalent term in this EA, the more beneficial provision will not be affected by this EA.
- 4.4 The Parties acknowledge that:
- (a) before FWC may approve this EA, it must ensure that the Employees are "better off overall" under this EA than they would be if a Modern Award applied to their employment instead;
 - (b) the EA applies subject to the *Fair Work Act* and cannot exclude any provisions of the National Employment Standards ("NES");
 - (c) the EA will be read and interpreted in conjunction with the NES. Where there is an inconsistency between the EA and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency; and
 - (d) any provision in this EA which (for any reason) is, or becomes, inconsistent with the *Fair Work Act* has no effect to the extent of the inconsistency.
- 4.5 Where any of the terms and conditions in this EA would disadvantage a particular Employee in any respect when compared with the terms and conditions applying to that Employee immediately prior to this EA's commencement, WHAL may agree with the Employee or otherwise elect to provide additional benefits to the Employee to ensure that, overall, the individual's terms and conditions of employment are not reduced because of the commencement of this EA. Any such arrangement ("**Grandfathering Arrangement**") will only be effective if confirmed in writing signed by WHAL's duly authorised officer (and may be conditional upon this EA being approved and commencing operation).

5 VARYING THIS EA FOR INDIVIDUAL EMPLOYEES (FLEXIBILITY TERM)

- 5.1 WHAL and the Employee covered by this EA may agree to make an individual flexibility arrangement to vary the effect of terms of the EA 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 WHAL and Employee in relation to 1 or more of the matters mentioned in Clause 5.1(a); and
 - (c) the arrangement is genuinely agreed to by the WHAL and Employee.
- 5.2 WHAL 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.
- 5.3 WHAL must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of WHAL and Employee; and
 - (c) is signed by the WHAL 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 EA that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 5.4 WHAL must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5.5 WHAL or the 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 WHAL and the Employee agree in writing – at any time.

6 RESOLVING DISPUTES ABOUT THIS EA OR OTHER MATTERS

- 6.1 If a dispute relates to:
- (a) a matter arising under the EA; or
 - (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

- 6.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 6.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or employees and relevant supervisors and/or management.
- 6.4 If discussions at the supervisor and/or management level do not resolve the dispute, a party to the dispute may refer the dispute to the CEO or his or her delegate (provided the CEO did not already consider the dispute for the purposes of Clause 6.3), for a decision to be made in a timely manner.
- 6.5 If discussions at the CEO level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 6.6 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*
- A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 6.7 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or

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

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

7 DISCIPLINARY MATTERS

7.1 In all dealings with Employees, which may lead to a disciplinary outcome, including termination, WHAL commits to the principles of procedural fairness, natural justice and the right to a support person.

7.2 An Employee required to attend a disciplinary meeting will be provided with at least 24 hours' notice and will be entitled to ordinary pay for the duration of meeting.

PART 2 - EMPLOYMENT RELATIONSHIP & TERMINATION

8 EMPLOYEE CATEGORIES AND CLASSIFICATIONS

8.1 Employees are classified in one of the classifications in Schedule 3 and categorised as:

- (a) Maximum Term; or
- (b) Permanent.

8.2 No casual employees will be employed by WHAL during the operation of the EA.

8.3 Permanent and Maximum Term Employees will be further categorised as either Full Time or Part Time.

8.4 Full-time Employees

- (i) A Full Time Employee is an Employee who is engaged to work the number of hours regarded as the full time hours at the workplace (37.5 hours per week) until their employment is terminated in accordance with Clause 14 of this Agreement.

8.5 Part-time Employees

A Part-Time Employee is an Employee who is engaged to perform less than the full-time hours at the workplace on a reasonably predictable basis until their employment is terminated in accordance with Clause 14 of this Agreement.

- (i) Part-time Employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time Employees.
- (ii) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying at least the number of hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day.
- (iii) Changes in hours may only be made by Agreement in writing between the Employer and Employee. Changes in days can be made by the Employer giving one week's notice in advance of the changed days.

8.6 If not agreed with, or notified by, WHAL in writing:

- (a) an Employee shall be deemed to be engaged on a three (3) month, Maximum Term basis unless and until otherwise agreed; and
- (b) a Permanent or Maximum Term Employee shall be deemed to be engaged as Full Time with Ordinary Hours of 75 per two (2) week cycle (in accordance with Clause 27 of this EA) unless and until otherwise agreed.

9 MAXIMUM TERM EMPLOYMENT

9.1 Maximum Term employment for the purposes of this EA is employment for a specified term or a specific task, subject to each party having a right to terminate the employment in accordance with the termination Clause 14 in this Agreement, with

notice (or without notice for "Serious Misconduct" by the Employee).

10 PERMANENT EMPLOYMENT

- 10.1 Permanent employment is for an unlimited period, subject to each party having a right to terminate the employment in accordance with the termination Clause 14 in this Agreement, with notice (or without notice for Serious Misconduct by the Employee).

11 TRAINEES

- 11.1 Notwithstanding the employee classifications in Schedule 3, WHAL may engage an employee as a trainee on a traineeship.
- 11.2 Trainees will be employed as a Maximum Term Employee, and may or may not be offered further employment on completion of the traineeship.

12 EMPLOYEE DUTIES

- 12.1 Employees are engaged to perform the individually agreed duties of their position (as amended from time to time) as well as any other duties required by WHAL from time to time that are within their competency and training. This includes performing the functions set out in position descriptions issued by WHAL from time to time.
- 12.2 Employees are to follow all lawful and reasonable directions issued by WHAL. This includes complying with expectations and requirements set out in Policies and Procedures which are readily accessible to all WHAL Employees.
- 12.3 Nothing in this EA extinguishes the duties that Employees have under the general law, including duties of fidelity and good faith and a duty to not do anything that is calculated or likely to destroy WHAL's trust and confidence in the Employee concerned.

13 PROBATION

13.1 Probationary Period:

- (a) Unless a shorter period is specified in an Employee's individually negotiated terms of employment, the first six (6) months of an Employee's continuous employment with WHAL shall be a probationary period. During this period, either party may end the employment by providing the other party with written notice in writing 1 week in advance (or, in the case of WHAL, by providing payment in lieu of some or all of the notice period).
- (b) For abundant clarity, where an Employee transfers to a different position but remains employed by WHAL (other than as an Excluded Employee) the change in position will not trigger a new probationary period. If the Employee is still within their first six (6) months of employment, the original probationary period will continue until expiry of that original six (6) month period. This does not prevent WHAL from implementing an initial review period for an Employee who has transferred to a different position.

14 TERMINATION OF EMPLOYMENT

- 14.1 The following Clauses 15 and 16 define the requirements in line with the NES when terminating the employment arrangement between WHAL and Employees.

15 NOTICE BY EMPLOYER

- 15.1 Following the completion of the qualifying period noted in Clause 13.1, the Employee's employment with WHAL may be terminated by WHAL providing the required notice in line with the NES.
- 15.2 Employees who are 45 years of age or older and who have completed two (2) or more years of service will, on termination of their Employment, be entitled to an additional week's notice or payment in lieu thereof. An additional two (2) weeks of notice will be provided by WHAL for Employees whose annual cash salary (excluding superannuation) exceeds that of Level 4, Grade 4 as outlined in Schedule 2. This entitlement is in addition to the entitlement set out in Clause 15.1 above.

16 NOTICE BY EMPLOYEES

- 16.1 Following the completion of the qualifying period noted in Clause 13.1, the Employee's employment with WHAL may be terminated by the Employee by providing two (2) weeks' notice.

An additional two (2) weeks' of notice will be required for any Employee employed by WHAL, whose annual cash salary (excluding superannuation) exceeds that of Level 4, Grade 4 as outlined in Schedule 2. The annual cash salary amount will increase each year in accordance with the percentage salary increases in Clause 19.5.

- 16.2 For the purposes of Clause 16.1, Maximum Term Employees are deemed to have been given notice already at the time they agree to the End Date of their Maximum Term employment. However, this does not prevent either party from ending the employment:

- (a) during the probationary period in accordance with Clause 13.1 or
- (b) by providing notice of an earlier termination date in accordance with Clause 15.1 or
- (c) in the case of WHAL, without notice for Serious Misconduct.

- 16.3 Abandonment of Employment

- (a) In circumstances where an Employee fails to present for work for a continuous period exceeding five (5) consecutive days without consent and without notification to WHAL, this shall be prima facie evidence that the Employee has abandoned their employment.
- (b) If within a period of fourteen (14) days from the Employee's last attendance at work or the date of their last absence in respect of which notification has been given, or consent has been granted, an Employee has not established to the satisfaction of WHAL that they were absent for reasonable cause, the Employee is deemed to have abandoned their employment.

- (c) Clause 16.3(b) operates as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to WHAL, whichever is the later.
 - (d) WHAL will attempt to make reasonable contact with the Employee via various communication methods prior to deeming the Employee has abandoned their employment.
 - (e) This Clause 16.3 operates subject to the NES notice of termination provisions.
- 16.4 If an Employee resigns or abandons their employment without giving the required notice in advance, WHAL will only be required to pay the Employee for the period up to and including their last day worked. Further, with the Employees written authority, WHAL may withhold from any payment due to the Employee on termination an amount equal to the Employee's salary for the period of notice not given.
- 16.5 During part or all of any notice period, WHAL may require an Employee to:
- (a) perform special duties instead of their usual work (eg, handover duties); and/or
 - (b) not attend or perform work; and/or
 - (c) deal with or refrain from dealing with WHAL's property, staff, funding bodies and other stakeholders in a manner specified by WHAL.

17 REDEPLOYMENT AND JOB SEARCH SUPPORT

- 17.1 A Maximum Term Employee may take up to 1 day off per week, without loss of pay, to seek alternative employment during:
- (a) the two (2) week period immediately prior to the End Date of their Maximum Term employment, if the period of their Maximum Term employment is for less than six (6) months; or
 - (b) the four (4) week period immediately prior to the End Date of their Maximum Term employment, if the period of their Maximum Term employment is for six (6) months or more.
- 17.2 After receiving notice of termination in accordance with Clause 15.1, a Permanent Employee may take up to 1 day off per week, without loss of pay, to seek alternative employment.
- 17.3 An Employee wishing to take time off in accordance with this Clause must consult with WHAL about convenient times and days and obtain WHAL's approval in advance of any absence.
- 17.4 As a condition of paying for the time off, WHAL may require evidence to confirm the nature of the job search activities undertaken by the Employee during the time off.
- 17.5 A Maximum Term Employee will not be entitled to the benefits in this Clause at any time after they have already accepted an offer of employment for the period after the Maximum Term (whether with WHAL or another employer) or if they have been offered

ongoing employment by WHAL in a comparable role after the Maximum Term.

18 REDUNDANCY PAY

- 18.1 In some situations, the NES provides for “Redundancy Pay” if an Employee’s employment ends. However, the parties recognise that Redundancy Pay is not payable in all situations where an employer no longer requires the job done by an Employee to be done by anyone.
- 18.2 In particular, the parties acknowledge and agree that:
- (a) in order to be able to engage and retain staff, WHAL relies on the continuance or renewal of periodically rotating funding contracts that are awarded by funding bodies (principally DoH);
 - (b) the continuance or renewal of funding from DoH and other funding bodies is far from guaranteed and depends on a range of factors outside WHAL’s control, including Government policy which regularly dictates the variation and cessation of funded activities;
 - (c) DoH does not allow WHAL to use its funding for Redundancy Pay other than in exceptional circumstances;
 - (d) if WHAL loses funding generally, or for particular programs or services, and is unable to relocate Employees to another contract or funded program or service, WHAL must, regrettably, end the employment of staff engaged in connection with those funded activities;
 - (e) as a consequence of these factors, it is part of the ordinary and customary turnover of labour that WHAL Employees will from time to time cease employment with WHAL because funding ends; and
 - (f) Redundancy Pay is not payable where termination of employment occurs in the ordinary and customary turnover of labour.
- 18.3 In light of the above, the parties acknowledge that Redundancy Pay will generally not be paid to:
- (a) Maximum Term Employees whose employment ends upon expiry of their Maximum Term (where this aligns with the end of a periodic funding period); or
 - (b) Permanent Employees (or other Employees) whose employment ends because WHAL loses funding for their position or for activities upon which the need for their position depends (whether or not this occurs at the scheduled expiry of a periodic funding period).
- 18.4 Where there is any dispute between the parties, or between WHAL and particular Employees, about the application of this Clause or Redundancy Pay under the NES, the dispute is to be handled in accordance with Clause 6.

Severance pay

- 18.5 In addition to the period of notice prescribed for ordinary termination in Clause 14.1 of

this EA, should an Employee be entitled to Redundancy Pay for reasons set out in Clause 18 hereof, they shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

PART 3 - HOURS, LEAVE, PAY & BENEFITS

19 PAY RATES

- 19.1 The Annual Salary for a Part Time Employee shall be the “Annual Salary” specified in Schedule 2 for their level and grade, pro rata in the same proportion as their ordinary part time hours bear to 37.5 hours per week, as increased from time to time in accordance with this EA.
- 19.2 The Annual Salary for a Full Time Employees shall be the Annual Salary specified in Schedule 2 for their level and grade, as increased from time to time in accordance with this EA.
- 19.3 If the Annual Salary for a particular classification falls below the minimum annual salary required under the Fair Work Act, the higher rate required by the Fair Work Act will apply for as long as it remains higher than the Annual Salary in this EA.
- 19.4 The minimum rate of pay for a trainee will be in accordance with the National Training Wage.
- 19.5 Until the nominal expiry date of this EA, the Annual Salaries specified in Schedule 2, and each Employee’s actual ordinary rate of pay, shall increase annually on the following basis:
- (a) annual rate increases will apply from the commencement of the first full pay period commencing on or after 1 July each year; and
 - (b) the amount of each increase shall be the CPI rate of the March quarter prior to the relevant increase, unless:
 - (i) the CPI rate is less than 1.8%, following which the amount of that increase shall be capped at 1.8% per annum; or
 - (ii) the CPI rate is greater than 2.3%, following which the amount of that increase shall be capped at 2.3% per annum.

20 REGRADE OF ROLE

- 20.1 Where an Employee believes the nature or complexity of the work they are undertaking has changed, such that the majority of work regularly performed is work of a type normally associated with a higher classification, the Employee can take the following steps to apply to have their position regraded:
- 20.2 The Manager/Supervisor will determine if the change is such that a regrade is required and seek clarification from the Employee if required.
- 20.3 Any regrade is at the sole discretion of the CEO and once a decision is made the Employee will be notified in writing.
- 20.4 Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
- 20.5 Factors with a bearing on the decision may include whether the changes:

- (a) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
- (b) whether the changes are permanent or temporary.

21 PAY FREQUENCY

- 21.1 Payment of wages and/or salaries shall be made fortnightly in arrears, by electronic funds transfer, not more than four (4) working days after the end of each pay period ("**Ordinary Payrun**").
- 21.2 Payment of allowances for each pay period will be made with the Ordinary Payrun to which they relate.
- 21.3 Expense payments that have not been approved in time for payment in the Ordinary Payrun in which they were incurred will be processed in the earliest practicable Ordinary Payrun after approval of the expenses.

22 ALLOWANCES

22.1 Higher Duties Allowance

- (a) An Employee who is required to relieve another Employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate for the whole of the relief period, provided the relief period is for five (5) or more consecutive working days.
- (b) For the purposes of this Clause, the allowance paid will be the difference between the Employee's current salary and the entry grade (grade 1) salary of the higher level. At the discretion of the CEO, the allowance payable may be based on the salary of a grade higher than grade 1 of the higher level. Where the salary bands overlap, the Employee's usual rate of pay or whichever rate is the higher will be paid.
- (c) Higher duties allowance is only paid on pre-approval by the CEO or his or her authorised delegate.

22.2 Professional Development Allowance

- (a) With the written approval of the CEO or his or her authorised delegate, Employees who have completed the period of probation specified under Clause 13.1 above are eligible to receive an allowance up to a maximum of \$1,500 per annum, to assist them to access professional development relevant to their current position based on an annual Learning & Development plan as agreed by the Employee and their Supervisor ("**Professional Development Allowance**"). As a condition of approval, the CEO (or authorised delegate) may require evidence from the Employee of the professional/work-related nature of the training and/or evidence of satisfactory participation by the Employee in the training. Payments are subject to withholding of any applicable taxation or other amounts required to be withheld by law.

- (b) The maximum Professional Development Allowance for which Part Time Employees are eligible under Clause 22.2(a) will not be \$1,500 but will instead be limited to the pro rata equivalent of \$1,500 (in the same proportion as their ordinary part time hours bear to 37.5 per week).
 - (c) Professional Development Allowances, if not used or not used in full, cannot be banked or accumulated from year to year without CEO consent in writing.
 - (d) For Employees located in Bourke and Broken Hill, an additional \$1,000 to assist with additional costs of travel and accommodation will be provided by WHAL. This amount will also be subject to pro rata as per above Clause 22.2(b) and provision of evidence of the expense being incurred.
- 22.3 Until the nominal expiry date of this EA, the Allowances shall increase annually on the following basis:
- (a) annual increases will apply from the commencement of the first full pay period commencing on or after 1 July each year;
 - (b) the Professional Development Allowance increase shall be at the same as the Employee's salary increase rate provided for in Clause 19.5; and
 - (c) all other Allowances (including the Motor Vehicle Expenses) shall increase in accordance with the Australian Tax Office's published allowance rates.

23 EXPENSES

23.1 Immunisation Expenses

- (a) Where an Employee is required to be immunised for the purposes of their employment, WHAL will pay for and facilitate such immunisations.
- (b) WHAL may also facilitate voluntary immunisations for Employees, either at its own expense or on a user-pays basis.

23.2 Motor Vehicle Expenses

- (a) Where an Employee is required and authorised to use their own motor vehicle in the course of their duties, WHAL will ensure that the expense reimbursement paid to the Employee (per kilometre of work-related use) will be no less than the rate per kilometre that is published by the Australian Tax Office (as amended from time to time) for the purposes of claiming income tax deductions using the "cents-per-km" method.

23.3 Other Expenses

- (a) Other expenses may be claimed in accordance with and subject to WHAL's policies applying from time to time.

24 AUTHORISED DEDUCTIONS FROM PAYMENTS

- 24.1 All payments are subject to withholding of any applicable taxation or other amounts required to be withheld by law (e.g., HECS contributions).

- 24.2 Any entitlement paid to an Employee in advance or anticipation of its accrual may be deducted from future payments owed to the Employee by WHAL (e.g., a “Termination Payment” or Ordinary Payrun payment), provided:
- (a) the Employee is notified of the deduction at least five (5) working days prior to the Ordinary Payrun from which the amount will be deducted; or
 - (b) if the amount is being deducted from a Termination Payment, the Employee is notified of the deduction prior to the payment is processed; and
 - (c) the Employee has authorised the deduction.

25 SALARY PACKAGING

- 25.1 An Employee may agree with WHAL to salary package any or all of his or her remuneration under this EA, subject to compliance with applicable taxation laws and subject to WHAL’s policies and procedures on salary packaging from time to time.
- 25.2 Salary packaging may involve:
- (a) payment of pre-tax entitlements in the form of non-cash benefits or additional superannuation contributions; and/or
 - (b) payment of after-tax entitlements to a superannuation fund to supplement WHAL’s superannuation contributions.
- 25.3 An agreement to salary package must be in writing, signed by the CEO or his or her nominee from time to time on behalf of WHAL and will be subject to the conditions set out in the agreement.
- 25.4 WHAL may change its policies and procedures relating to salary packaging at any time, for example, where WHAL ceases to be eligible for a fringe benefits exemption or concession.
- 25.5 For abundant clarity, nothing in this EA extinguishes or amends any existing salary packaging agreement between an individual Employee and WHAL.

26 SUPERANNUATION

- 26.1 WHAL will pay compulsory superannuation contributions to Employees, in accordance with and subject to legislation (i.e., currently at the rate of 9.50%, subject to the statutory minimum and maximum contribution base).
- 26.2 Voluntary superannuation contributions may be made from either pre-tax or after-tax remuneration in accordance with the Salary Packaging Clause above.
- 26.3 Employees may nominate a complying superannuation fund for the purposes of superannuation payments. In the absence of a complying nomination, WHAL will direct superannuation payments to its default fund, being HESTA.

27 HOURS OF WORK

- 27.1 Ordinary hours of work for a Full Time Employee shall be 75 hours per two week period,
-

between the hours of 7:30 am and 6:00 pm, Monday to Friday.

- 27.2 By mutual agreement the ordinary hours of work for a Part Time Employee shall be the number of contract hours agreed between WHAL and the Employee from time to time (being less than 75 hours per two week period), between the hours of 7.30 am and 6:00 pm, Monday to Friday.

28 OVERTIME

- 28.1 Hours worked in excess of the number, or outside the span, of ordinary hours of work permitted under Clause 27.1 will be "Overtime".
- 28.2 Employees are not to work Overtime unless expressly required or approved by their immediate manager in advance on a case by case basis. Despite this, WHAL has discretion to consider a reasonable request to approve as Overtime work in excess, or outside of, ordinary hours of work that has already been performed by an Employee for any reason.
- 28.3 All approved Overtime will be compensated through accrual of paid time off in lieu ("TIL") on an hour for hour basis.
- 28.4 Any Employee who accrues TIL can take the TIL following the time of accrual, at a convenient time(s) agreed with their supervisor. There will be no limited timeframe to take the TIL.
- 28.5 Employees are not to accrue more than 22.5 hours TIL, and Employees may be required to take accrued TIL at the request of the Employee's supervisor at a specified time on the provision of five (5) days' notice, where the Employee has accrued more than 22.5 hours TIL. Any accrued TIL balance over 22.5 hours will be pre-approved and managed between the Employee's executive manager and the CEO or his/her authorised delegate.
- 28.6 All accrued TIL will be paid out to Employees on termination of employment.
- 28.7 Employees agree and acknowledge that the provisions in this Clause are reasonable taking into account WHAL's not for profit, charitable status and its reliance on periodic public funding.

29 DAY TO DAY FLEXIBILITY ("MAKE UP TIME")

- 29.1 On a particular day, if it is convenient for an Employee to take time off work to attend to personal matters and make up those missed hours the following day or on another day during the same pay period, the Employee may request this flexibility in writing (e.g., by email to their supervisor). Approval of such requests is at WHAL's discretion, taking into account what is convenient to WHAL, including the operational needs of the organisation.
- 29.2 "Make Up Time" worked to make up for time off pursuant to Clause 29.1 will be treated as Ordinary time for all purposes, even if (at the Employee's election) it is performed outside the usual span of Ordinary hours under Clause 27.1. WHAL will not require any Employee to undertake Make Up Time outside the span of Ordinary hours under Clause 27.1.

30 ANNUAL REVIEW OF HOURS

- 30.1 At the request of the Full-Time or Part-Time Employee, the hours worked by the Employee will be reviewed annually.
- 30.2 If;
- (a) For Part-Time Employees where the Employee is regularly working more than their specified contracted hours, then it may be agreed that such contracted hours will be adjusted by WHAL, to reflect the hours regularly worked. The agreement of WHAL will not be unreasonably withheld.
 - (b) For Full-Time Employees where the Employee's workload and role may be able to accommodate the Employee reducing their standard hours to a Part-Time arrangement, then it may be agreed that such contracted hours will be adjusted by WHAL, to reflect the hours to be regularly worked. The agreement of WHAL will not be unreasonably withheld.
 - (c) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is a direct result of another employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
 - (ii) If the increase in hours is due to a temporary increase in hours.
 - (d) Approval of any such request is at the sole discretion of the CEO or his her/her authorised delegate and once a decision is made the Employee will be notified in writing.

31 BREAKS

- 31.1 Employees are entitled to an unpaid meal break of between 30 - 60 minutes for each day on which 5 or more hours are worked.
- 31.2 Employees are entitled to a paid 10 minute break after the first four (4) hours worked. If the Employee is working 7.5 or more hours in one day, breaks can be taken in two separate 10 minute breaks or as one 20 minute break.
- 31.3 Employees are responsible for taking any meal or rest breaks at times convenient to or agreed with WHAL and must ensure that they do not work more than five (5) hours without taking a break of at least 30 minutes, unless discussed and agreed with their manager in advance (or, if this is not reasonably practicable, unless approved by another manager).

32 WORKLOAD MANAGEMENT

- 32.1 The parties to this agreement acknowledge that Employees and Management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s.

- 32.2 To ensure that Employee's concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
- (a) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate Executive Manager for further discussion.
 - (c) If a solution still cannot be identified and implemented, the matter should be referred to the CEO for further discussion.
 - (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected Employees.
 - (e) At each of the steps above the parties should aim to agree on a reasonable time frame for response. Where an agreement cannot be reached, the parties may exercise their rights pursuant to Clause 6, Resolving Disputes About This EA or Other Matters.

33 PUBLIC HOLIDAYS

- 33.1 Public Holidays are provided for in the *Public Holidays Act 2010 (NSW)* and include:
- (a) January (New Year's Day);
 - (b) 26 January (Australia Day);
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Sunday;
 - (f) Easter Monday;
 - (g) 25 April (Anzac Day);
 - (h) the Queen's birthday holiday (on the day on which it is celebrated in NSW);
 - (i) Labour Day;
 - (j) 25 December (Christmas Day);
 - (k) 26 December (Boxing Day); and
 - (l) any other day, or part-day, declared or prescribed by or under a law of NSW to be observed generally within NSW, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday. Where a public holiday in Clause 33.1 falls on a Saturday or Sunday and the public holiday is declared by a law of NSW to be observed on a substituted day, then the substituted day is the public holiday.

- 33.2 No Employee will be generally required to work on a public holiday however, with the CEO's written approval, Employees may be permitted to work on a public holiday, following which:
- (a) WHAL and the Employee may, by agreement, substitute another day for a public holiday. Where there is no agreement, WHAL may substitute another day but not so as to give an Employee less time off work than the Employee would have had if the Employee had received the public holiday; or
 - (b) any Employee required to work on a public holiday will be paid double time and a half for all time worked.

34 ANNUAL LEAVE

- 34.1 Paid annual leave will be provided in accordance with and subject to the NES.
- 34.2 For the purpose of this Clause, the amount of leave Employees are entitled to accrue per year of service is five (5) weeks. Annual leave is paid at the Employee's ordinary rate without leave loading.
- 34.3 The Employees acknowledge that WHAL does not employ Shiftworkers for the purposes of the NES.
- 34.4 WHAL will also allow Employees to take their ordinary working days between Christmas Day and New Years Day ("Christmas Shutdown") off without loss of pay and without using accrued annual leave. These extra days will not accrue if they are not used (i.e., if Employees elect to work on these days, they will not accrue additional annual leave in return).
- 34.5 WHAL may require or request an Employee to take annual leave at a particular time if the Employee has more than eight (8) weeks of accrued, unused annual leave. However, WHAL will not require or request any Employee to use annual leave if this would cause the Employee's accrued annual leave balance to fall below six (6) weeks. The Employees acknowledge and agree that a requirement to take annual leave in accordance with this Clause is reasonable.
- 34.6 At the end of the last full pay period before this agreement takes effect, if an Employee previously not covered by the Western NSW Medicare Local Enterprise Agreement 2013 has an accrued, unused annual leave balance, then in the immediately following pay period WHAL will pay the Employee 17.5% of their hourly rate of pay, multiplied by the number of accrued annual leave hours they hold at the end of the last full pay period before this agreement takes effect, by way of one off "cash out" of leave loading benefits accrued prior to the commencement of this EA.
- 34.7 An Employee may request in writing to cash out up to two (2) weeks' annual leave entitlement in each calendar year. Such a request is subject to WHAL approval. Requests by an Employee to cash out annual leave must be made in writing. The agreement to cash out annual leave will also be made in writing. Paid annual leave must not be cashed out if cashing out would result in the Employee's remaining accrued entitlements to annual leave being less than 4 weeks.

35 PAID PERSONAL/CARER'S LEAVE

- 35.1 Subject to this Clause, paid personal/carer's leave will be provided in accordance with and subject to the NES.
- 35.2 For absences that exceed three (3) consecutive working days, the Employee must provide a medical certificate from a Pharmacist, Dentist or Doctor as evidence of the reason for personal/carer's leave to WHAL.
- 35.3 Notwithstanding Clause 35.2, in accordance with the Fair Work Act, WHAL may request evidence of the reason for absence from an Employee who is observed to be taking excessive paid personal/carer's leave.
- 35.4 An Employee may apply for paid personal/carer's leave in circumstances not covered by the NES. Approval of such requests is at WHAL's discretion, in accordance with and subject to its policies in place from time to time.

36 UNPAID CARER'S LEAVE

- 36.1 Unpaid carer's leave will be provided in accordance with and subject to the NES.
- 36.2 An Employee may apply for unpaid carer's leave in circumstances not covered by the NES. Approval of such requests is at the WHAL's discretion, in accordance with and subject to its policies in place from time to time.

37 COMPASSIONATE LEAVE

- 37.1 Compassionate leave will be provided in accordance with and subject to the NES.
- 37.2 An Employee may apply for paid or unpaid compassionate leave in circumstances not covered by the NES. Approval of such requests is at WHAL's discretion, in accordance with and subject to its policies in place from time to time.

38 CEREMONIAL LEAVE

- 38.1 An Employee who identifies and is accepted as a member of an Aboriginal or Torres Strait Islander community and as of Aboriginal and Torres Strait Islander descent by such a community will be entitled to:
- (a) up to ten (10) working days unpaid leave in any one year, with the approval of WHAL, for the purpose of fulfilling ceremonial obligations; and
 - (b) subject to the employee having available Paid Personal / Carers Leave, the employee may use their Paid Personal / Carers Leave, with the approval of WHAL, for the purpose of Sorry Business.

39 COMMUNITY SERVICE LEAVE

- 39.1 Community service leave will be provided in accordance with and subject to the NES.
- 39.2 In other situations not covered by the NES, WHAL will consider approving paid community service leave on a case by case basis.

40 STUDY LEAVE

- 40.1 WHAL will consider approving paid study leave of up to five (5) days per annum, on a case by case basis.

41 PARENTAL LEAVE

- 41.1 Unpaid parental leave will be provided in accordance with and subject to the NES.
- 41.2 The parties acknowledge that Employees may also be eligible to receive payment for periods of parental leave through a Government paid parental leave scheme and that these payments may be administered (in whole or in part) through WHAL, but that WHAL shall not be required to make these payments to the Employee.
- 41.3 Paid parental leave will be available from WHAL for Maximum Term and Permanent Employees with a minimum of 12 months of continuous service at the time of birth/adoption.
- 41.4 For a Maximum Term or Permanent Employee with at least 12 months of service WHAL will pay the Employee at their ordinary rate of pay for up to six (6) weeks of parental leave in addition to any monies received under a Government payment scheme, provided that:
- (a) where more than one Employee is eligible for leave in respect of the same child, the total payment will be six (6) weeks (but may, at the Employees' election) be shared between the eligible Employees; and
 - (b) upon request, WHAL may approve payment of 12 weeks at half pay, rather than six (6) weeks at ordinary pay.
- 41.5 Without limiting the matters that are relevant considerations, if an Employee requests an extension of parental leave and, at the time of the request, WHAL does not have guaranteed funding for the Employee's position from and for a reasonable period after the proposed return to work date, it shall be reasonable for WHAL to refuse the request on those grounds.

42 LONG SERVICE LEAVE

- 42.1 Long service leave will be provided in accordance with and subject to the *Long Service Leave Act 1955 (NSW)*, as amended or replaced from time to time.

43 SPECIAL DISASTER LEAVE

- 43.1 Employees are entitled to Special Disaster Leave when they are absent from duty as a direct result of adverse weather conditions or natural disaster affecting their primary place of residence, which prevent attendance or threaten life or property, to initially address their domestic situation.
- 43.2 An Employee will be paid for up to three (3) days of Special Disaster Leave per year and may apply for any remaining days taken to be paid from the Employee's annual leave or long service leave balance.

- 43.3 A Statutory Declaration is to be provided by the Employee as evidence for this leave to be paid. This leave is non-cumulative.

44 PURCHASED LEAVE

- 44.1 Purchased leave is where Employees have planned absences of up to ten (10) days of leave (pro rata for Part-Time Employees) which is funded by salary deductions spread evenly over the financial year. This allows Employees to continue to receive pay during such leave.
- 44.2 Purchased leave must be utilised within the financial year in which it is purchased.
- 44.3 Any unused purchased leave will be paid out to the Employee in the second last pay period of the financial year.
- 44.4 Purchased leave counts as service for all purposes.
- 44.5 Applications for purchased leave must be made by a date nominated by WHAL.
- 44.6 The Employer's approval of purchased leave will be based on the operational requirements of the Employer, including but not limited to consideration of the Employee's annual leave balance in accordance with Clause 34.5, whilst having regard to the personal needs and family responsibilities.
- 44.7 Once a period of purchased leave has been approved, it may only be revoked by WHAL where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the Employee, or the leave deferred to a date mutually agreed WHAL and the Employee.
- 44.8 Where an Employee leaves WHAL during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.

45 FAMILY AND DOMESTIC VIOLENCE LEAVE

- 45.1 Family and domestic violence service leave will be provided in accordance with and subject to the NES.
- 45.2 WHAL recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, WHAL is committed to providing support to staff that experience domestic violence.
- 45.3 Domestic violence includes physical, sexual, financial, verbal or emotional abuse by an immediate family member as defined in the NES.
- 45.4 Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 45.5 All personal information concerning domestic violence will be kept confidential in line with WHAL policy and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

- 45.6 No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing domestic violence.
- 45.7 An Employee experiencing domestic violence will have access to five (5) days per year of paid special leave for medical appointments, legal proceedings and other activities related to domestic violence.
- 45.8 This paid leave in Clause 45 replaces the five (5) days per year of unpaid leave as provided by the NES, and is non-cumulative and in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- 45.9 An Employee who supports a person experiencing domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children.

46 PANDEMIC LEAVE

- 46.1 If the Employee is required by the government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by the government or medical authorities in response to the COVID-19 pandemic, the Employee is entitled to Unpaid pandemic leave following the exhaustion of all of the following:
- (a) Annual leave;
 - (b) Annual leave at half pay;
 - (c) TIL; or
 - (d) TIL Advancement.
- 46.2 Subject to Clauses 46.14, 46.15 and 46.16, the entitlements listed in Clause 46.1 are only available for use in the manner described in Clause 46, if the Employee is required by the government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by the government or medical authorities in response to the COVID-19 pandemic, and are cumulative entitlements (depending on available leave and TIL balances).

Unpaid pandemic leave

- 46.3 Subject to Clause 46.14, the Employee is entitled to take up to two (2) weeks' unpaid leave.
- 46.4 Notwithstanding Clause 0, WHAL and the Employee may agree that the Employee may take more than 2 weeks' unpaid pandemic. Any such arrangement will only be effective if confirmed in writing signed by WHAL's duly authorised officer.

TIL Advancement

- 46.5 Subject to Clause 46.14, if the Employee has no annual leave or TIL, WHAL may agree to advance the Employee TIL up to the amount of 37.5 hours for a Full Time Employee, or a pro rata amount for a Part Time Employee.

46.6 Any agreement to advance the Employee TIL must be recorded in writing and retained as an employee record.

General Conditions regarding Pandemic Leave and other Entitlements

46.7 Personal Leave

Subject to Clauses 46.2, if a medical practitioner advises an Employee to self-isolate, the Employee may take paid Personal Leave.

46.8 Annual leave

Subject to Clauses 46.2, the Employee and WHAL may agree to the Employee taking paid annual leave.

46.9 Any agreement to take annual leave must be recorded in writing and retained as an employee record.

46.10 Annual leave at half pay

Subject to Clause 46.2, the Employee and WHAL may agree to the Employee taking paid annual leave with twice as much leave on half-pay.

46.11 Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.

46.12 TIL

Subject to Clause 46.2, the Employee and WHAL may agree to the Employee using accrued TIL.

46.13 Any agreement to use accrued TIL must be recorded in writing and retained as an employee record.

46.14 Conditions for taking Pandemic Leave, Annual Leave and TIL

The Employee must give WHAL notice of their intention to take leave under Clauses 46.3, 46.5, 46.7, 46.8, 46.10 and 46.12 and of the reason the Employee requires the leave, as soon as practicable (which may be a time after the leave has started).

46.15 Subject to Clauses 46.1 and 46.2, an Employee who has given WHAL notice of taking leave under Clause 46.14 must, if required by WHAL, give WHAL evidence that would satisfy a reasonable person that the leave is taken for a reason given in Clause 46.14.

46.16 Any leave taken under Clause 46 does not affect any other paid or unpaid leave entitlement of the Employee and counts as service for the purposes of entitlements under this EA and the NES.

PART 4 - OTHER EXPECTATIONS & COMMITMENTS

47 UNIFORMS

- 47.1 If WHAL requires Employees to wear uniforms or items of uniform, the Employee will purchase the items required, provided that WHAL will facilitate ordering of the uniform and provide each Employee with a credit of \$300 towards the purchase of uniform items upon commencement of employment and every two (2) years thereafter. Employees may be required to purchase additional items of uniform, including replacement items, at their own expense (except where replacement items are required because WHAL changes the requirements for branded items of uniform).
- 47.2 This provision does not restrict the ability of WHAL to require Employees to comply with a reasonable dress code, whether in addition to items of uniform or otherwise.

48 NO SMOKING AND HEALTH PROMOTION

- 48.1 As a health promotion organisation, WHAL discourages both active and passive smoking and encourages healthy lifestyle options. Employees are expected to model conduct which is consistent with these objectives while at work. This includes not smoking at work, during work related activities or while in uniform.

49 CONSULTATION GENERALLY

- 49.1 From time to time, WHAL will consult with Employees individually or collectively about work related matters including work health and safety (whether as a whole or through one or more "Consultative Committees").
- 49.2 Subject to any specific consultation obligations (e.g., work health and safety consultation requirements), WHAL will determine the appropriate method of consultation in the circumstances.

50 INTRODUCTION OF MAJOR CHANGE

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

Major change

- 50.2 For a major change referred to in Clause 50.1(a):
- (a) WHAL must notify the relevant Employees of the decision to introduce the major change; and
 - (b) Clauses 50.3 to 50.9 apply.
- 50.3 The relevant Employees may appoint a representative for the purposes of the

procedures in this term.

50.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise WHAL of the identity of the representative; WHAL must recognise the representative.

50.5 As soon as practicable after making its decision, WHAL must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures WHAL is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

50.6 However, WHAL is not required to disclose confidential or commercially sensitive information to the relevant Employees.

50.7 WHAL must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

50.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of WHAL, the requirements set out in Clauses 50.2(a), 50.3 and 50.5 are taken not to apply.

50.9 In this term, a major change is *likely to have a significant effect on Employees* if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of WHAL's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

50.10 For a change referred to in Clause 50.1(b):

- (a) WHAL must notify the relevant Employees of the proposed change; and
- (b) Clauses 50.11 to 50.15 apply.

50.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

50.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise WHAL of the identity of the representative;

WHAL must recognise the representative.

50.13 As soon as practicable after proposing to introduce the change, WHAL must:

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

50.14 However, WHAL is not required to disclose confidential or commercially sensitive information to the relevant Employees.

50.15 WHAL must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

50.16 In this term:

relevant employees means the Employees who may be affected by a change referred to in Clause 50.1.

SIGNING PAGE

Signed in accordance with s 185(5) of the Fair Work Act and Regulation 2.06A of the Fair Work Regulations:

On behalf of the employer covered by the Agreement:



Signature of employer representative

On behalf of the Employees covered by the Agreement:



Signature of Employee representative

ROBERT STRICKLAND.

Full name of employer representative
Acting Chief Executive Officer

284 William Street

Bothwell NSW 2795

Full address of the employer representative

Fallon J. Gray

Full name of Employee representative
Manager Practice Support + Improvement

4 Glenhaven Cres

Perthville NSW 2795

Full address of the Employee representative

26, March, 2021

Date signed by employer representative

26, 03, 2021

Date signed by Employee representative

SCHEDULE 1 - DEFINITIONS & INTERPRETATION RULES

Annual Salary	means the salary applicable to Employees in a particular classification under this EA.
CEO	means the Chief Executive Officer of WHAL from time to time, however titled.
Ceremonial Leave	means unpaid cultural, religious or ceremonial leave pursuant to Clause 38.
Christmas Shutdown	means the period during December and January that is nominated by WHAL from year to year for the purposes of Clause 34.4 of this EA.
Consultative Committee	means a defined group of Employees with which WHAL communicates about one or more matters for the purposes of consulting with Employees.
CPI	means the Consumer Price Index (All Groups) for Sydney published by the Australian Bureau of Statistics.
Dispute	means a grievance or dispute between WHAL and another person(s) covered by this EA, about a matter under this EA or in relation to the NES.
DoH	means Commonwealth Department of Health
Domestic Violence	has the meaning in the NES.
EA	means this Enterprise Agreement, being the Western Health Alliance Limited Enterprise Agreement 2021
Employee	means an individual employed by WHAL in a classification in this EA to perform work required under one or more of the WHAL's Primary Funding Streams at or principally from its branch offices, other than an Excluded Employee.
Excluded Employee	has the meaning in Clause 3.2 of this EA
Fair Work Act	means the <i>Fair Work Act 2009</i> .
FWC	means the Fair Work Commission or its successor from time to time.
Grandfathering Arrangement	in relation to employee's salaries, this is a provision which a pre-existing salary arrangement continues to apply to some employees while a new salary will apply to all future employees. Those exempt from the new salary are said to have grandfather rights or to have been grandfathered in.

IFA	means an individual flexibility arrangement that complies with the Fair Work Act and Clause 5 of this EA.
Industrial Agreement	means any and all Enterprise Agreements, Australian Workplace Agreements, transitional or transferable instruments or other workplace instruments under the Fair Work Act or the <i>Fair Work (Transitional Provisions And Consequential Amendments) Act 2009</i> .
Industrial Instrument	means any and all Industrial Agreements, any and all Modern Awards, Enterprise Agreements, Australian Workplace Agreements, Workplace Law, transitional or transferable instruments or other workplace instruments under the Fair Work Act or the <i>Fair Work (Transitional Provisions And Consequential Amendments) Act 2009</i> , and any other similar workplace instruments under the laws of the Commonwealth, New South Wales or another applicable jurisdiction.
Maximum Term employment	has the meaning in Clause 9 of this EA.
National Training Wage	means the minimum wage rates and conditions for employees undertaking traineeships as set out in Schedule E to the Miscellaneous Award 2010 (or successor award).
NED	means the nominal expiry date of this EA for the purposes of the Fair Work Act, being 30 June 2020.
NES	means the National Employment Standards under the Fair Work Act.
Ordinary Payrun	means a payment of salary or wages under this EA in accordance with Clause 21.1.
Permanent Employment	has the meaning in Clause 10 of this EA.
Policies and Procedures	means any policy, procedure, code of conduct or behaviour, handbook or guideline of WHAL, however described, whether or not in writing and whether or not referenced in this EA, as amended, retracted or replaced from time to time.
Redundancy Pay	means payment to an Employee upon termination of employment because of redundancy, in compensation for non-transferable credits, such as service for the purposes of personal/carer's leave and long service leave, and the inconvenience and hardship imposed by the termination, but does not include payments: <ul style="list-style-type: none"> • of ordinary salary or wages for the period prior to termination; • in lieu of notice of termination of employment;

	<ul style="list-style-type: none"> • in respect of contingent entitlements payable on termination (e.g., pro rata long service leave for employees with 5 or more years service); or • for accrued entitlements payable on termination (e.g., annual leave and crystallised long service leave entitlements).
Serious Misconduct	has the meaning in the Fair Work Act.
Significant Effects	<p>means:</p> <ul style="list-style-type: none"> • the termination of the employment of Employees; or • major change to the composition, operation or size of WHAL's workforce or to the skills required of Employees; or • the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or • the alteration of hours of work; or • the need to retrain Employees; or • the need to relocate Employees to another workplace; or • the restructuring of jobs, <p>but does not include outcomes or effects that are expressly permitted or anticipated by this EA or by any contract of employment with a particular Employee.</p>
Sorry Business	means cultural practices and protocols associated with death, and or the loss associated with other cultural circumstances.
Special Disaster	has the meaning in Clause 43.1 of this EA.
Termination Payment	<p>means payment to an Employee at the time of or as a consequence of termination of the Employee's employment, including but not limited to any payment:</p> <ul style="list-style-type: none"> • of ordinary salary or wages for the period prior to termination; • in lieu of notice of termination; • in respect of contingent entitlements payable on termination (e.g., pro rata long service leave for employees with 5 or more years service); • for accrued entitlements payable on termination (e.g., annual leave and crystallised long service leave entitlements); • of Redundancy Pay.
TIL	means paid time off in lieu of payment for Overtime.

WHAL	means Western Health Alliance Limited [ACN 605 922 156], however named from time to time, or any other employer required to comply with this EA by operation of law.
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Interpretation Rules

In this EA:

- (a) references to Employees are taken to be references to each Employee jointly and severally, as the context dictates;
- (b) a reference in this EA to a separate document, policy, procedure, instrument or legislation of any kind does not incorporate it or any part of it into this EA and no such reference shall create, imply or infer any right or entitlement that is enforceable against WHAL;
- (c) unless expressly stated, a reference in this EA to a separate document, policy, procedure, instrument or legislation of any kind is a reference to it as amended, replaced or retracted from time to time;
- (d) other than the express terms of this document no other terms may be inferred, implied or incorporated into this EA;
- (e) an obligation upon or benefit afforded to a person under this EA shall not infer a reciprocal or equivalent obligation or benefit on another person;
- (f) a reference to a person under this EA may refer to an individual, corporation, partnership or association;
- (g) cognates of defined terms have a corresponding meaning; and
- (h) any gendered reference includes a reference to any other gender.

SCHEDULE 2 - SALARY RANGES (ANNUAL)

Level / Classification Name	Level	Grade	Level	Yearly Gross Salary ¹
1 - Administration Officers	1	1	Level 1, Grade 1	44,076
	1	2	Level 1, Grade 2	48,484
	1	3	Level 1, Grade 3	52,892
	1	4	Level 1, Grade 4	57,300
2 - Support Officers	2	1	Level 2, Grade 1	55,095
	2	2	Level 2, Grade 2	63,176
	2	3	Level 2, Grade 3	71,256
	2	4	Level 2, Grade 4	79,338
3 - Senior Support Officers	3	1	Level 3, Grade 1	77,135
	3	2	Level 3, Grade 2	80,807
	3	3	Level 3, Grade 3	84,667
	3	4	Level 3, Grade 4	88,154
4 - Team Leaders & Managers	4	1	Level 4, Grade 1	88,154
	4	2	Level 4, Grade 2	91,826
	4	3	Level 4, Grade 3	95,499
	4	4	Level 4, Grade 4	99,173
5 - Senior Managers	5	1	Level 5, Grade 1	99,173
	5	2	Level 5, Grade 2	104,682
	5	3	Level 5, Grade 3	110,192
	5	4	Level 5, Grade 4	115,701

¹ Subject to annual increase in accordance with Clause 19.5. Please note that the Annual Salary Ranges displayed are as of July 2021, and include the minimum capped 1.8% increase per annum from previous 2017 Enterprise Agreement.

SCHEDULE 3 - WESTERN HEALTH ALLIANCE LIMITED CLASSIFICATION SCHEDULE

Level / Classification Name	Typical Responsibilities
1 – Administration Officers	<ul style="list-style-type: none"> • Routine work • Clerical / office functions • Works under routine supervision and direction • Basic skills and knowledge of functions • Limited responsibility for own outcomes
	Level 1 – Grade 1
	<ul style="list-style-type: none"> • Entry level, limited or no experience • After 12 months, automatic increase to Level 1, Grade 2
	Level 1 – Grade 2
	<ul style="list-style-type: none"> • Enough experience, knowledge and appropriate skills to meet role requirements but no more than this
	Level 1 – Grade 3
	<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 1 Grade 2 • Minimum Certificate 3 (and will complete work related to that certificate) or equivalent experience relevant to this role.
	Level 1 – Grade 4
<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 1 Grade 3 • Appropriate diploma (and will complete work related to that diploma) or equivalent experience relevant to this role. 	

Level / Classification Name	Typical Responsibilities
2 - Support Officers	<ul style="list-style-type: none"> • Broader range of work than Level 1 • Works under more limited supervision and direction than Level 1 - some discretion and judgement required • Potential to instruct or direct others in a limited capacity • Some knowledge of functions with well-developed skills • Can respond to enquiries and provide advice / solutions to predictable problems • Responsibility for own outcomes
	Level 2 - Grade 1
	<ul style="list-style-type: none"> • Entry level -enough experience, knowledge and appropriate skills to meet role requirements but no more than this
	Level 2 – Grade 2
	<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 2 Grade 1 • Appropriate certificate (and will complete work related to that certificate) or equivalent experience relevant to this role.
	Level 2 – Grade 3
	<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 2 Grade 2 • Appropriate diploma (and will complete work related to that diploma) or equivalent experience relevant to this role.
Level 2 – Grade 4	
<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 2 Grade 3 • Appropriate degree (bachelors or higher) (and will complete work related to that degree) or equivalent experience relevant to this role. 	

Level / Classification Name	Typical Responsibilities
3 – Senior Support Officers	<ul style="list-style-type: none"> • Similar to Level 2 but with greater experience and less need for supervision and direction • Specialised and non-routine tasks • More complex tasks (senior administration tasks) • Limited initiative and judgement • May have responsibility for direction / instruction of others • Greater knowledge of functions via experience and highly-developed skills • Can respond to / provide solutions to more complex and less predictable problems • Responsibility for own outcomes and may be responsible for the direction / instruction of others
	Level 3 – Grade 1
	<ul style="list-style-type: none"> • Entry level –enough experience, knowledge and appropriate skills to meet role requirements but no more than this
	Level 3 – Grade 2
	<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 3 Grade 1 • Appropriate certificate IV (and will complete work related to that certificate) or equivalent experience relevant to this role.
	Level 3 – Grade 3
	<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 3 Grade 2 • Appropriate diploma (and will complete work related to that diploma) or equivalent experience relevant to this role.
Level 3 – Grade 4	
<ul style="list-style-type: none"> • Responsibilities of role fit within this level 	

Level / Classification Name	Typical Responsibilities
	<ul style="list-style-type: none"> • Knowledge and/or skills greater than required for the role of Level 3 Grade 3 • Appropriate degree (bachelors or higher) (and will complete work related to that degree) or equivalent experience relevant to this role.

Level / Classification Name	Typical Responsibilities
4 – Team Leaders and Managers	<ul style="list-style-type: none"> • Limited guidance and direction • Specialised tasks, non-routine, complex • Requirement to use initiative and judgement • May have responsibility for supervision and direction of others • Excellent knowledge of functions via experience and highly developed skills, also some theoretical knowledge • Decision making in day to day operational matters • Coordination of work of others / of team / resources • Responsibility for own outcomes and the achievement of group outcomes • Drafting of management / board reports • May have responsibility for team budgets
	Level 4 – Grade 1
	<ul style="list-style-type: none"> • Entry level – appropriate diploma and/or equivalent experience, knowledge and appropriate skills to meet role requirements but no more than this
	Level 4 – Grade 2
	<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 4 Grade 1 • Appropriate diploma qualification relevant to this role (and will complete work related to that tertiary qualification) and/or equivalent experience, knowledge and appropriate skills to meet role requirements.
	Level 4 – Grade 3
	<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 4 Grade 2 • Appropriate diploma qualification relevant to this role (and will complete work related to that tertiary qualification) and/or equivalent experience, knowledge and appropriate skills to meet role requirements.
Level 4 – Grade 4	
<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 4 Grade 3 • Appropriate degree (bachelors or higher) relevant to this role (and will complete work related to that degree) and/or equivalent experience, knowledge and appropriate skills to meet role requirements. 	

Level / Classification Name	Typical Responsibilities
5 – Senior Managers	<ul style="list-style-type: none"> • Need for independent day to day operation – autonomous • Specialised, complex, non-routine tasks • Exercise substantial initiative, discretion and judgement • Likely has responsibility for the supervision, direction and training of others and delegation of work • Excellent knowledge of functions via experience and highly developed skills, and substantial depth of theoretical knowledge / mastery of a specialised area • Contribute to determination of objectives, planning, operational decision making as well as day to day decision making • Coordination of work of others / of team / resources – set priorities and manage workflows • Initiating change • Responsibility for own outcomes and the achievement of group outcomes / department • Delivery of training courses • Provide management / board reports • Evaluation of research, information for planning, design • Budget responsibilities for team / department • Planning, implementing, reporting on progress for team / department
	Level 5 – Grade 1
	<ul style="list-style-type: none"> • Entry level – appropriate tertiary qualifications (diploma or above) and/or equivalent experience, knowledge and appropriate skills to meet role requirements.
	Level 5 – Grade 2
	<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 5 Grade 1 • Appropriate tertiary qualification (diploma or above) relevant to this role (and will complete work related to that tertiary qualification) and/or equivalent experience, knowledge and appropriate skills to meet role requirements.
	Level 5 – Grade 3
	<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 5 Grade 2 • Appropriate tertiary qualification (diploma or above) relevant to this role (and will complete work related to that tertiary qualification) and/or equivalent experience, knowledge and appropriate skills to meet role requirements.
Level 5 – Grade 4	
<ul style="list-style-type: none"> • Responsibilities of role fit within this level • Knowledge and/or skills greater than required for the role of Level 5 Grade 3 • Appropriate degree (bachelors or higher) relevant to this role (and will complete work related to that degree) and/or equivalent experience, knowledge and appropriate skills to meet role requirements. 	

**RE: WESTERN HEALTH ALLIANCE LIMITED ENTERPRISE AGREEMENT
2021 (AG2021/4434)**

Western Health Alliance Limited t/as Western NSW Primary Health Network provides the following undertaking:-

1. The nominal expiry date of the *Western Health Alliance Limited Enterprise Agreement 2021 (the Agreement)* will be the earlier of the following:
 - a) four (4) years from the date of the Agreement's approval by the Fair Work Commission; or
 - b) 30 June 2025.

Signed for and on behalf of Western Health Alliance Limited t/as Western NSW Primary Health Network.

Robert Strickland
Acting Chief Executive Officer