
**Australian Nursing and Midwifery Federation
(Victorian Branch)
(Employees and Council)**

AGREEMENT 2020-2024



**Australian
Nursing &
Midwifery
Federation**
VICTORIAN BRANCH

PART A – PRELIMINARY

EMPLOYEES/COUNCIL AGREEMENT

1. TITLE

This Agreement will be known as the ANMF (Victorian Branch) (Staff and Council) Enterprise Agreement 2020-2024.

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3. COVERAGE

3.1 This Agreement covers:

- 3.1.1** the Branch as defined in subclause 8.4 (Definitions);
- 3.1.2** all Employees as defined in subclause 8.6 (Definitions); and
- 3.1.3** if they are named by the Commission as covered by the Agreement, the Unions as bargaining representatives for this Agreement.

4. INCIDENCE, APPLICATION AND THE NES

- 4.1** The terms of this Agreement will apply to the work and employment of all Employees, except where expressly stated otherwise.
- 4.2** The Appendices attached to this Agreement form part of this Agreement.
- 4.3** This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an Employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.
- 4.4** Where this Agreement refers to a condition of employment provided for in the NES, the relevant definitions in the Act apply unless otherwise defined in this Agreement.
- 4.5** Nothing in this agreement shall be deemed or construed to reduce the salary or conditions any employee was receiving prior to the date of this agreement.

5. DATE AND PERIOD OF OPERATION

- 5.1** This Agreement will operate seven days after the date upon which it is approved by the Commission.
- 5.2** The Nominal Expiry Date of this Agreement is 1 November 2024. The Agreement will continue in force after the expiry date until replaced by a further enterprise agreement.

6. NO EXTRA CLAIMS

- 6.1** The Unions, the Branch and the Employees acknowledge and agree that:
 - 6.1.1** this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies including all Union and Branch claims made before and during the negotiations leading to the making of this Agreement (whether or not those claims were matters at issue during the bargaining period); and

6.1.2 Except as otherwise indicated herein this Agreement sets out and is intended to set out comprehensively, all of the terms and conditions of employment of the Employees whose employment is subject to the Agreement; and

6.1.3 they will not pursue any extra claims during the term of this Agreement.

6.2 Subject to the Branch meeting its obligations to consult arising under this Agreement or a relevant contract of employment, it is not the intention of subclause 6.1.3 to inhibit, limit or restrict the Branch's right or ability to introduce change at the workplace.

6.3 The Branch agrees to commence discussions with the Union(s) no later than four months prior to the nominal expiry date of this Agreement. Provided that any claim made by a person covered by this Agreement during this period is not supported by industrial action, subclause 6.1.3 does not prevent a person covered by this Agreement from making a claim during the four month period (or such earlier period as may be agreed) prior to the nominal expiry date of this Agreement.

7. ANTI-DISCRIMINATION

7.1 Those covered by this Agreement respect and value the diversity of the workforce protecting against unfair treatment and discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

7.2 Accordingly, in fulfilling their obligations under the Dispute Resolution Procedure, those covered by the Agreement must make every reasonable endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly unlawfully discriminatory in their effects.

7.3 Nothing in this clause is taken to affect:

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

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

7.3.3 the exemptions in s.351(2) of the Act.

8. DEFINITIONS

8.1 **Act** means the Fair Work Act 2009 (Cth), unless the context otherwise requires.

8.2 **Administrative/Secretarial or Admin** means those positions named in Appendix 3

8.3 **Adoption** includes the placement of a Child (as defined by clause 36 Parental Leave)) by permanent care order.

8.4 **Branch** means the Australian Nursing and Midwifery Federation's Victorian Branch.

- 8.5 Commission** means the Fair Work Commission or any successor body.
- 8.6 Employee** - means all non-elected Employees of the Branch
- 8.7 Experience** means service and experience following registration in a grade or sub-grade at least equal to that in which the Employee is employed (or to be employed). Where an Employee has previously been employed in a higher grade or sub-grade, service and experience in that higher grade or sub-grade will count as service and experience in the lower grade or sub-grade for the purposes of determining an Employee's Experience.
- 8.7.1 Year of Experience** means Experience gained from working an average of three days or more per week in a year. If the Employee averages less than three days per week the Employee will need to complete an additional year to advance. Where in this Agreement there is a reference to a number of Years of Experience greater than one, then each such Year of Experience must be calculated by reference to the definition of one Year of Experience in order to determine whether an Employee has attained the requisite number of Years of Experience.
- 8.8 immediate family means:**
- 8.8.1** a spouse (including a former spouse, a de facto partner and a former de facto partner) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes);
- 8.8.2** a child or an adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or of the Employee's spouse.
- 8.8.3** 'Household member' is any person who lives with the Employee.
- 8.9 Industrial/ Professional or I/P** means those positions named in Appendix 2.
- 8.10 NES** means the National Employment Standards as contained in sections 59 to 131 of the Act.
- 8.11 OHS Act** means the Occupational Health and Safety Act 2004 (Vic).
- 8.12 Qualifying Temporary Employees** - Means an employee appointed on a temporary basis to a position following a formal appointment process who has been employed on a continual basis for a period exceeding three months.
- 8.13 Relevant** qualification/relevant component of a qualification etc.

Where a provision of this Agreement requires consideration of the relevance of a qualification or certificate (including components of a qualification or certificate) or course of study or similar (education):

- 8.13.1** the main criteria for considering relevance are:

- (a) the nature of the education and
- (b) the current work area of the Employee; and

8.13.2 other considerations may include:

- (a) the area of work of the Employee;
- (b) the classification and position description of the Employee; and /or
- (c) whether the education would assist the Employee in performing her or his role and/or assist in maintaining member services and/or assist in the administration of the area in which the Employee is employed.

8.14 shiftworker for the purpose of the NES, is defined as an Employee who:

8.14.1 is regularly rostered over seven days of the week; and

8.14.2 regularly works on weekends.

8.15 Union or Unions means:

8.15.1 the Australian Services Union for Employees eligible to be members; and

8.15.2 Staff representatives

8.16 WIRC Act means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), or if applicable in the particular situation the Accident Compensation Act 1985 (Vic) or the Workers Compensation Act 1958 (Vic).



PART B – HOURS OF WORK, SALARIES AND ALLOWANCES

9. MODES OF EMPLOYMENT

9.1 Full Time

A full-time employee is an employee who is engaged to work the number of hours regarded as full-time hours, i.e., those set out at sub-clause 10.1, in accordance with those office hours, or such alternate hours as are agreed in writing between the Branch and the Employee.

9.2 Part time

9.2.1 A part-time employee is an employee who is engaged to perform less than full-time hours.

9.2.2 Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees, save that a part time Employee is not entitled to Accrued Days Off.

9.2.3 At the time of engagement the Branch and the part-time employee will agree in writing on a regular pattern of work, specifying at least the numbers of hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

9.2.4 Changes in hours may only be made by agreement in writing between the Branch and the employee. Changes in days can be made by the Branch giving one week's notice in advance of the changed days.

9.2.5 For employees without a flexi day, all time worked in excess of the office hours at 10.1, or as agreed under clause 15 will be overtime and treated as such including where agreed, time off in lieu as referred to in sub-clause 13.5.

9.3 Casual

9.3.1 A casual employee is an employee who:

9.3.1(a) is made an offer of employment on the basis that the Branch makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work (e.g., relief work such as replacing an employee on an unplanned absence); and

9.3.1(b) accepts the offer of employment on that basis; and

9.3.1(c) is an employee as a result of that acceptance;

9.3.2 A register of casual employees is to be kept.

9.3.3 The Branch will allocate persons responsible for calling in casuals.

9.3.4 Casual work is to be allocated equitably

9.3.5 Casual employees are to be engaged for a minimum of four hours.

9.3 Casual Conversion

Branch offers

9.3.6 Subject to clause 9.4.2 and by 27 September 2021 in accordance with the NES, the Branch must make an offer to a casual Employee under this section if:

- (a)** the casual Employee has worked shifts for the Branch for a period of 12 months beginning the day the employment started; and
- (b)** during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time employee or a part-time employee (as the case may be).

9.3.7 The Branch's offer under clause 9.4.1 must:

- (a)** be in writing; and
- (b)** be an offer for the Employee to convert:
 - (i)** for an Employee that has worked the equivalent of full-time hours during the period referred to in clause 9.4.1(a) – to full-time employment; or
 - (ii)** for an Employee that has worked less than the equivalent of full-time hours during the period referred to in clause 9.4.1(b) – to part-time employment that is consistent with the regular pattern of hours worked during that period;
- (c)** be given to the Employee within 21 days after the end of the 12-month period referred to in clause 9.4.1.

9.3.8 When Branch offer not required

- (a)** The Branch is not required to make an offer under clause 9.3.6 to a casual Employee if:
- (b)** be an offer for the Employee to convert:
 - (i)** there are reasonable grounds not to make that offer; and
 - (ii)** the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer;
- (c)** The Branch must give written notice to a casual Employee in accordance with clause 9.3.7 if:
 - (i)** for an Employee that has worked the equivalent of full-time hours during the period referred to in clause 9.4.1(a) – to full-time employment; or
 - (ii)** the Branch decides under clause 9.3.8 not to make an offer to the Employee; or

- (iii) the Employee has been employed by the Branch for the 12-month period referred to in clause 9.3.6(a) but does not meet the requirement referred to in paragraph 9.3.6(b)

9.3.9 Without limiting subclause 9.3.8, reasonable grounds for deciding not to make an offer include the following:

- (a) the Employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer, such as where a casual Employee works shifts replacing an employee absence;
- (b) the hours of work which the Employee is required to perform will be significantly reduced in that period;
- (c) there will be a significant change in either or both of the following in that period:
 - (i) the days on which the Employee's hours of work are required to be performed;
 - (ii) the times at which the Employee's hours of work are required to be performed;
 - (iii) which cannot be accommodated within the days or times the Employee is available to work during that period;
- (d) making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.

9.3.10 The notice must:

- (a) advise the Employee that the Branch is not making an offer under clause 9.3.6; and
- (b) include the details of the reasons for not making the offer (including any grounds on which the Branch has decided to not make the offer); and
- (c) be given to the Employee within 21 days after the end of the 12-month period referred to in clause 9.4.2(c).

9.3.11 Employee response

- (a) The Employee must give the Branch a written response to the offer made under 9.4.1 within 21 days after the offer is given to the Employee, stating whether the Employee accepts or declines the offer.
- (b) If the Employee fails to give the Branch a written response in accordance with subclause 9.4.6(a), the Employee is taken to have declined the offer.

9.3.12 Acceptances of offers

- (a) If the Employee accepts the offer, the Branch must, within 21 days after the day the acceptance is given to the Branch, give written notice to the Employee of the following:
 - (i) for whether the Employee is converting to full-time employment or part-time employment;

- (ii) the Employee's hours of work after the conversion takes effect;
- (iii) the day the Employee's conversion to full-time or part-time employment takes effect
- (b) However, the Branch must discuss with the Employee the matters the Branch intends to specify for the purposes of subclause 9.4.7 before giving the notice.
- (c) The day specified for the purposes of subclause 9.4.7 must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Branch agree to another day.

(d) **Employee requests**

- (i) A Casual Employee may make a request of the Branch under this clause if:
 - (A) the Employee has been employed by the Branch for a period of at least 6 months beginning the day the employment started;
 - (B) the Employee has, in the period of 6 months ending the day the request is given, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or part-time Employee (as the case may be); and
- (ii) all of the following apply:
 - (A) the Employee has not, at any time during the period referred to in subclause 9.4.8(a)(ii), refused an offer made to the Employee under clause 9.4.1;
 - (B) the Branch has not, at any time during that period, given the Employee a notice in accordance with subclause 9.4.5(c).
 - (C) the Branch has not, at any time during that period, given a response to the Employee under clause 9.4.7 refusing a previous request made under this clause;
 - (D) the request is not made during the period of 21 days after the period referred to in subclause 9.4.1(b).
- (iii) The request must:
 - (A) be in writing;
 - (B) be a request for the Employee to convert:

- (C) for an Employee that has worked the equivalent of full-time hours or shifts on a regular and systematic basis during the period referred to in clause 1.1(d)(i)(B) – to full-time employment; or
 - (D) for an Employee that has worked less than the equivalent of full-time hours or shifts on a regular and systematic basis during the period referred to in paragraph 9.4.8(a)(ii) – to part-time employment that is consistent with the regular pattern of hours or shifts worked during that period; and
- (iv) be given to the Branch.

(e) **Branch must give a response**

The Branch must give the Employee a written response to the request made under clause 9.4.8 within 21 days after the request is given to the Branch, stating whether the Branch grants or refuses the request.

(f) **Refusals of requests**

- (i) The Branch must not refuse the request unless:
 - (A) the Branch has consulted the Employee;
 - (B) there are reasonable grounds to refuse the request; and
 - (C) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.
- (ii) Without limiting subclause 1.1(f), reasonable grounds for refusing a request include the following:
 - (A) it would require a significant adjustment to the Employee's hours of work in order for the Employee to be employed as a full-time Employee or part-time Employee
 - (B) the Employee's position will cease to exist in the period of 12 months after giving the request;
 - (C) the hours of work which the Employee is required to perform will be significantly reduced in the period of 12 months after giving the request;
 - (D) there will be a significant change in either or both of the following in the period of 12 months after giving the request:

- (A) the days on which the Employee's hours of work are required to be performed;
- (B) the times at which the Employee's hours of work are required to be performed;

which cannot be accommodated within the days or times the Employee is available to work during that period;

- (E) granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory
- (iii) If the Branch refuses the request, the written response under clause 9.4.7 must include details of the reasons for the refusal.

(g) **Grants of requests**

- (i) If the Branch grants the request, the Branch must, within 21 days after the day the request is given to the Branch, give written notice to the Employee of the following:
 - (A) whether the Employee is converting to full-time employment of part-time employment;
 - (B) the Employee's pattern of hours or shifts after the conversion takes effect;
 - (C) the day the Employee's conversion to full-time or part-time employment takes effect
- (ii) However, the Branch must discuss with the Employee the matters the Branch intends to specify for the purposes of subclause 1.1(g)(i)(A)-(C) before giving the notice.
- (iii) The day specified for the purposes of subclause 1.1(g)(i)(C) must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Branch agree to another day.
- (iv) To avoid doubt, the notice may be included in the written response under clause 9.4.9.

(h) **Effect of conversion**

- (i) An Employee is taken, on and after the day specified in a notice for the purposes of subclauses (ii) and 1.1(g)(i)(C) to be a full-time Employee or a part-time Employee of the Branch.
- (ii) Casual loading will cease, and, subject to the Long Service Leave provisions of this Agreement any benefits relating to permanent employment will commence on the day specified in

a notice for the purposes of subclauses 9.4.7(a)(iii) and 9.4.11(a)(iii).

10. HOURS OF WORK

10.1 The core hours of the offices will be 8.45am to 5.00pm Monday to Friday. The hours of work are 0845-1700 hours with a 40 minute unpaid meal break save for Employees who have approved flexible working arrangements. All office Employees are expected to ordinarily commence and finish work at the office at these times unless a flexible working arrangement is made in accordance with Clause 15 or otherwise agreed in writing between the Branch and the Employee.

10.2 Notwithstanding 10.1 those with an entitlement to flexi-days shall work such hours as are reasonably required by the Branch, generally not to exceed 10 hours in any one day or an aggregate of 45 hours in any one week provided that, for full-time Employees, each four week cycle one day shall be taken as an ADO.

11. ACCRUED DAYS OFF AND FLEXI DAYS

11.1 Accrued Days Off

11.1.1 All full-time Employees receive twelve ADO's per year. Each employee entitled to an ADO will endeavour to ensure that their full entitlement to ADOs is taken within the calendar year in which they accrue.

11.1.2 These days off should ideally be taken once per calendar month. If necessary, the Secretary or Secretary's nominee may direct that one or more ADOs be taken to ensure effective utilisation of this benefit.

11.1.3 An ADO shall not occur on a public holiday.

11.1.4 Employees will ensure their manager or equivalent position is aware of when an ADO is intended to be taken

11.1.5 Notwithstanding 11.1.2, ADOs may be substituted for an alternative day by mutual agreement between the Employee and the Secretary or Secretary's nominee.

11.1.6 ADOs cannot be taken on consecutive working days without prior approval from the Branch Secretary/Assistant Secretary.

11.1.7 Employees may take up to two ADOs from the entitlement specified at 11.1.1 with annual leave, along with any ADOs that accrue during the leave period. ADOs taken with leave are to be included on the leave application form.

11.1.8 ADOs will be taken as a full day or a half a day.

11.1.9 ADOs are not to be taken on the all staff meeting day as published in the Statewide annual calendar.

11.1.10 ADOs do not accrue when staff are on leave without pay.

11.2 Entitlement to flexi-day

11.2.1 A flexi-day is a day off on pay.

11.2.2 Flexi-days apply to full-time and part-time Employees:

(a) whose positions are named in Appendix 2 (Industrial/Professional);

(b) who as at 1 December 2016 were in receipt of flexidays;

(c) In the following positions:

- a. Events Officer
- b. Finance Manager
- c. Support Services Manager
- d. Central Records Manager
- e. Senior Business Analyst
- f. IT Manager
- g. HR Manager
- h. HR Specialist

(d) new positions as determined in writing by the Secretary.

11.2.2 Those with this entitlement will receive twelve flexi-days per year in lieu of paid overtime.

11.2.3 Flexidays contemplate work undertaken Monday to Friday only, and weekend work in relation to the following:

- (a) ANMF Booth at Australian College of Nursing Expo
- (b) Public Sector EBA campaigning activities
- (c) Critical ANMF or VTHC related activities

11.2.4 A Flexi-day shall not occur on a public holiday.

11.2.5 Employees will ensure their manager or equivalent position is aware of when a Flexi is intended to be taken.

11.2.6 Notwithstanding 11.1.2, Flexi's may be substituted for an alternative day by mutual agreement between the Employee and the line manager, Secretary or Secretary's nominee.

11.2.7 Flexi's cannot be taken on consecutive working days without prior approval from the Branch Secretary/Assistant Secretary.

11.2.8 Flexi's will be taken as a full day or a half a day.

11.2.9 Flexi's are not to be taken on the all staff meeting day as published in the Statewide annual calendar.

11.2.10 Flexi's do not accrue when staff are on leave without pay.

11.3 Part time Employee's entitlement to flexi-day

- 11.3.1 Part-time Employees who are entitled to a flexi-day receive a proportion of the 12 Flexi days per annum, based on their EFT fraction: i.e., formula is

$\text{EFT fraction} \times 12 \text{ flexi-days per annum} = \text{flexi-days entitled per annum.}$

Example

$0.5 \text{ EFT} \times 12 = 6.0 \text{ flexi-days entitled per annum (1/2 Time)}$

- 11.3.2 Flexis will be taken as a full day or a half a day.

11.4 Banking of Flexi-days/ADOs

- 11.4.1 The Branch and the Employees will endeavour to ensure that ADOs and Flexi-days are taken as they accrue. To assist in this, the Branch will regularly review usage and notify Employees of their accrual.
- 11.4.2 Prior to November 16 each year Employees and Human Resources will calculate the number of flexi-days and ADOs taken and owed.
- 11.4.3 A total of a combined ten flexi-days or ADOs may be banked and taken as additional annual leave or paid in lieu or a combination of both options.
- 11.4.4 Employees will inform Human Resources their preferred option at this time.
- 11.4.5 Employees with more than 40 days annual leave accrued who do not have an agreed annual leave plan are not able to bank days as additional annual leave and instead would be paid in lieu in accordance with 11.4.3.

11.5 Part time Employees maximum banking of flexi-days

- 11.5.1 Part time Employees entitled to flexi-days may bank flexi-days on a pro-rata basis as follows:

$\text{EFT fraction} \times 10 \text{ days per annum (No ADOs apply, max carryover of flexi days)} = \text{max carryover/pay out per annum.}$

Example:

<i>EFT</i>	<i>Carryover 1 EFT</i>	<i>Pro-rata Carryover</i>
<i>0.2 EFT</i>	<i>10</i>	<i>2 days per annum</i>
<i>0.4 EFT</i>	<i>10</i>	<i>4 days per annum</i>
<i>0.6 EFT</i>	<i>10</i>	<i>6 days per annum</i>
<i>0.8 EFT</i>	<i>10</i>	<i>8 days per annum</i>

12. MORNING AND AFTERNOON TEA BREAKS

At a time suitable to the Branch two intervals of fifteen minutes shall be given to all Employees during each day and counted as time worked.

13. OVERTIME

13.1 Overtime

13.1.1 Overtime is time worked in excess of the Hours of Work for that Employee (refer to clause 10)

13.1.2 With the exception of Employees eligible for flexi-days, the following rates shall be paid for overtime:

13.1.2(a) time and a half for the first two hours and double time thereafter.

13.1.2(b) overtime on a Saturday or Sunday will be at double time for all such hours worked.

13.1.3 For a casual employee, Overtime will be calculated and paid at the rate of:

13.1.3(a) Monday to Friday (inclusive) – 175% for the first two hours (which equates to time and a half plus the casual loading of 25%) and 225% (double time plus casual loading of 25%) for all subsequent hours;

13.1.3(b) Saturday to Sunday (inclusive) – 225% (which equates to double time plus the casual loading of 25%); and

13.1.3(c) Public Holidays – see clause 18 (Public Holidays).

13.1.4 Overtime is to be requested by the Employee's line Manager or their nominee.

13.1.5 An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

13.2 Minimum break following overtime

13.2.1 The minimum break between periods of work shall be 12 hours. In the event of being recalled to duty without the 12 hour break that period of duty shall be paid at double time until release from duty.

13.2.2 Alternatively, if the 12 hour break is taken and extends into the ordinary rostered hours, an employee shall be paid at ordinary time from the usual commencement time.

example

Tuesday ordinary hours 8.45 am - 5.00 pm
Overtime is worked from 5.00 pm - midnight Tuesday
Wednesday ordinary hours 8.45 am - 5.00 pm

Employee is not requested to attend work until midday (to achieve a 12 hour break) and gets paid ordinary hours 8.45 am - 5.00 pm.

13.3 Recall to Duty

- 13.3.1** When an Employee is recalled to duty for any period of time there must be a twelve hour break between the cessation of the recall hours and commencement of the next period of duty. If the Branch desires the employee to forgo their twelve hour break then the employee must be paid double time until they are released from duty.
- 13.3.2** An Employee being recalled to duty shall be paid from the time of receiving the recall with a minimum of three hours payment for each such recall.

13.4 Requirement to Work Overtime

- 13.4.1** The Branch may require any employee to work reasonable overtime at the applicable overtime rate and such employee shall work overtime in accordance with such requirement.

13.5 Time Off in Lieu (Employees not eligible for Flexi-Days)

- 13.5.1** Overtime shall be paid for. An employee, however, by mutual agreement with the Secretary or Secretary's nominee, may take time off in lieu. This time off in lieu is encouraged to be taken within twenty-eight days of the overtime worked. Eligible employees may request prior to the 28th day, a date to defer the time in lieu. Deferred time in lieu must be taken within 60 days of the overtime worked.
- 13.5.2** Time off in lieu is accrued at the rate of which it is earned, i.e., time and a half for the first two hours and double time thereafter, i.e., the first two hours overtime worked = 3 hours pay which = 3 hours time off in lieu.

13.6 Meals Allowance (Employees not in receipt of a Flexi-Day)

- 13.6.1** A meal allowance (Meal Allowance A) shall be paid to those Employees required to work overtime. This allowance shall be paid after a period of one hour is worked beyond the usual hours work. Where overtime exceeds five hours a further sum (Meal Allowance B) shall be paid
- 13.6.2** Where an employee is required to work on a Saturday, Sunday or public holiday for more than five hours then they shall be paid Meal Allowance A. If required to work for nine hours they shall in addition be paid Meal Allowance B.
- 13.6.3** Meal Allowance A and Meal Allowance B are set out in Appendix 4.
- 13.6.4** Where an employee is provided a meal while working overtime, the meal allowance entitlement shall not be paid in circumstances where the meal is provided by the Branch and meets an individual's dietary restrictions.

14. TIME OFF WORK TO ATTEND TO PERSONAL MATTERS

14.1 Employees are permitted to take some time off work to attend to personal matters that occur from time to time which are not already covered by other leave provisions.

14.2 This clause does not cover leave on a regular basis unless approved by the Branch Secretary.

14.2.1 Time off under this clause should be scheduled, wherever possible, having regard to the role requirements, available pair or, if applicable, reliever coverage, and team and Branch meetings, to minimise disruption to the Branch and members.

14.2.2 The Employee should then inform their work area/work unit.

14.2.3 Time off work must be made up on an equal time basis. For example, one hour off work will be made up by working an additional hour. This may be done by starting work early, finishing later or taking only 30 minutes for lunch. The make up time should occur within one week prior to, or following, the time off work and is based on 'equal time'.

15. FLEXIBLE HOURS OF WORK TO BETTER MEET WORK/LIFE BALANCE.

Note: The Fair Work Act flexibility provisions are at Clause 39

15.1 The Branch is a member organisation, and our members have reasonable expectations that Employees will be available to assist them during normal business hours. The purpose of this initiative is to encourage Employees to balance the demands of their work, health and personal lives. Greater balance may contribute to Employees becoming more energised, innovative and satisfied. This in turn will lead to better service for our membership.

15.2 Similarly, for Employees supporting the administration of Industrial/Professional positions, or whose expertise may be required by other Employees, it may not be possible to grant flexible working arrangements where that detrimentally impacts on other employees' opportunity to access their expertise in a timely way.

15.3 All efforts will be made to balance the two matters outlined in 15.1 and 15.2, by the Branch actively engaging in discussions with employees about the way in which a request can be facilitated whilst meeting the needs of the Branch.

15.3 Who is eligible?

All permanent Employees who have completed at least 12 months continuous service with the Branch immediately before making a request.

15.4 Procedure

15.4.1 A request form is available from Human Resources.

15.4.2 Each request will be assessed against transparent criteria (including within the procedure below):

15.4.2(a) The Employees must firstly discuss with their manager the proposed hours to be worked and how the needs of the position can be met with different hours.

- 15.4.2(b)** Then the application should be made in writing to the Human Resources Manager setting out details of the change sought, reasons for the change and the duration of the period of flexible hours of work sought.
- 15.4.2(c)** The HR Manager will then discuss with the employee's manager the impact on the position in the context of the preferred hours of work.
- 15.4.2(d)** The HR Manager will then discuss the application with the Branch Secretary, who will make and final decision.

15.4.3 Each application will be assessed against the following:

- (a) Positive benefits to the employee and the Branch;
- (b) How the request impacts, if at all, on member services and how this could be mitigated by the employee and/or the Branch;
- (c) How the request impacts, if at all, on other Employees and how this could be mitigated by the employee and/or the Branch;
- (d) Whether any additional cost applies to the request;
- (e) Measures to ensure the employee is working contracted hours;
- (f) OHS obligations; and
- (g) Family/Carer Responsibilities or other circumstances as set out in s. 65 of the Fair Work Act 2009 (if applicable).

15.5 Notification to Employee

- 15.5.1** The Branch will give the employee a written response to the request within 21 days, stating whether the employee has been granted or refused the request. The request may be approved, approved subject to conditions, or rejected.
- 15.5.2** If the request is rejected, the Branch will provide detailed reasons for the reasons for refusal.

15.6 What is the effect on terms and conditions of employment?

- 15.6.1** A time limited change in working hours will be considered a temporary variation to an individual's employment contract.
- 15.6.2** If a full-time Employee has their request to work flexible hours approved, they must demonstrate that their fortnightly hours still total 75.8333 hours in order to continue to be eligible for Accrued Days Off (ADO).

15.7 Flexible working arrangements while maintaining full time status.

15.7.1 An employee who is applying for a flexible working arrangement in accordance with clause 39 may request to work four days a week while maintaining their full-time status and hours of work. Each request will be subject to the following:

- (a) The employee and the Branch will consider operational requirements of the role and team prior to requesting and approving an application.
- (b) The day off per week is to be on a set day for business continuity and is to fit in with operational requirements, with the flexibility to work alternative days including being present on 'All Staff Meeting' days.
- (c) An employee may request to work this arrangement for a period up to 12 months at a time. An employee is to reapply prior to the end date to continue with this arrangement and ongoing arrangements are subject to approval.
- (d) Full time status of an employee will be retained.
- (e) An employee who works full-time compressed hours under this Clause 15 does not have an entitlement to ADOs and will work 36.17 hours per four-day week. This equates to an additional 1.4592 hours per day over a four-day week.
- (f) An employee with flexi days:
 - (i) Maintain their full flexi day entitlement
 - (ii) On occasions where a flexi day is taken, the additional 1.4592 hours required to be worked on that day is worked over the remaining 3 days of that working week.
 - (iii) Is prepared to work additional hours as the need arises and as directed by the Secretary or Assistant Secretaries
- (g) During a week in which a Public Holiday falls
 - (i) If the public holiday falls on a working day, the additional 1.4592 hours is to be worked over the remaining 3 days
 - (ii) If public holiday falls on the employees non-work day, the standard office hours apply for that week.

16. WORK FROM HOME

16.1 The Branch is committed to providing a work environment in which Employees can achieve a balance between their work and outside commitments.

16.2 We recognise that at different life stages Employees may seek to balance their work and outside commitments (e.g., study, family, community involvement) by using flexible work practices. The Branch also recognises that over the life course those interests may vary,

and the type of flexibility desired may also vary. We are committed to reasonably accommodating an employee's need for flexibility subject to reasonable organisational needs, and any such proposal having no negative impact on services to members.

- 16.3** Working from home may also be considered for permanent Employees where it is agreed that circumstances such as special projects that may more readily be conducted outside the office environment.
- 16.4** Organisational needs include assessing the cost of the desired flexible work practice (e.g., laptop, internet connection to enable working from home), the need for direct meetings with the employee, meeting work obligations, the impact on other team members and the length of time of the arrangements.
- 16.5** Access to flexible work practices for any reason is subject to an assessment to suitability. Employees who seek access to flexible work practices should be prepared to demonstrate why their position is suitable for the requested flexibility and how it will be possible to perform the requirements of their position/inherent role in this flexible work arrangement.
- 16.6** Each application will be assessed against the following:
- (a) Positive benefits to the Employee and the Branch;
 - (b) The length of the period requested;
 - (c) How the request impacts, if at all, on member services including continuity and how this could be mitigated by the employee and/or the Branch;
 - (d) How the request impacts, if at all, on other Employees and how this could be mitigated by the employee and/or the Branch;
 - (e) How access to Branch in services will occur;
 - (f) Measures to ensure the employee is working contracted hours;
 - (g) Occupational Health and Safety Obligations;
 - (h) Family/Carer Responsibilities (if applicable); and
 - (i) Whether any additional cost applies to the request.
- 16.7** Conditions of employment remain the same whether the employee works from home or from the Branch premises, for example – payroll, policies and other conditions of employment, Branch's OHS responsibilities.
- 16.8** The Branch will ensure "tools of the trade" are supplied and OHS obligations are met
- 16.9** The Branch retains the right to terminate or vary any work from home arrangement on the basis of inefficiency of the arrangements or failure to comply with mutually agreed requirements and outcomes.

16.10 The Employee has an obligation to ensure that the home work environment conforms with ergonomic and health and safety standards. Any modifications to the home work environment to comply with this provision shall be at the employee's expense.

16.11 Where the request is consistent with the requirements of the Branch Remote working policy and meets the assessment criteria in 16.6, the request will not be unreasonably refused

16.12 Procedure

16.12.1 A request form is available from Human Resources.

16.12.2 The employee must firstly discuss with their manager the proposed hours to be worked from home and how the needs of the position can be met.

16.12.3 An application should be made in writing to the Human Resources Manager setting out details of the change sought, the specific period or periods of time and reasons for the request. The application should address key implementation issues, e.g., when they are seeking arrangements to commence, how it would operate, how the organisational needs will be met, when it will be reviewed, how performance will be evaluated and whether the arrangement will continue or be for a set duration. All applications should be received at least 21 days before the flexible work application is to commence, except where the request relates to an ad hoc short period.

16.12.4 The Human Resources Manager will then discuss with the Employee's manager the impact on the position in the context of working from home.

16.12.5 The Human Resources Manager will then discuss the application with the Branch Secretary, who will make any final decision.

16.13 Notification to Employees

16.13.1 The Branch will wherever possible give the employee a written response to the request within 21 days, stating whether the Branch grants or refuses the request. The request may be approved subject to conditions, or rejected.

16.13.2 If the request is rejected, the Branch will provide details of the reasons for the refusal

17. REDUCING HOURS OF EMPLOYMENT

Purpose

17.1 Part-time working arrangements enable diversity of choice with regard to work patterns. Employees may seek to move in or out of part-time employment at various stages of their career life cycle.

17.2 This Clause applies to Employees wishing to reduce their contracted hours from full-time to part-time, or part-time to a lesser EFT fraction. Part-time working conditions will be considered for all positions (including senior levels). This clause defines part-time working arrangements and describes the principles, criteria and guidelines for Employees seeking to access part-time working arrangements or further reduce their part-time status.

17.3 As a broad principle, the Branch will consider all requests for reductions in hours balanced against:

- (a) the effect your request, if approved, would have on the service provided to ANMF members;
- (b) any effect on your work colleagues;
- (c) our capacity to replace you while on leave; and
- (d) any additional costs

17.4 Principles

17.4.1 The following principles underpin this reduced hours employment procedure and its administration:

- (a) Arrangements will be managed and reviewed to ensure that organisational requirements are met and appropriate levels of member service maintained.
- (b) Any reduction in the total number of hours worked by Employees is the result of a negotiated process with their direct Manager and the Human Resources Manager following an employee request.
- (c) Eligibility does not guarantee approval. Employees must apply and gain approval from the Assistant Secretaries when the HR Manager is not present.
- (d) All requests will be considered.
- (e) Reasons will be provided in writing where an eligible employee's request is declined.

17.5 Procedure

17.5.1 All Employees have the right to request part-time working arrangements. Employees accessing part-time working conditions:

- (a) are regarded as equal in professional and decision making responsibilities;
- (b) have access to training and development, information and promotion; and
- (c) have the opportunity and responsibility to share proportionally in all aspects of employment.

17.5.2 Employees nearing retirement will be entitled to request part-time employment for a negotiated period of time, to facilitate their transition from employment to retirement. See Clause 19 Transition to Retirement for further information.

17.5.3 Applications will be considered on an individual basis. The acceptance or refusal of individual requests will be determined following consideration of the principles of this policy and:

- (a) organisational requirements and impact on service delivery to members, for example continuity of member issues, provision of advice and completion of duties etc;
- (b) the predicted impact on other Employees, including the likelihood of any extra duties to cover the times absent; and
- (c) Any potential costs involved, for example the need for the purchase of an additional vehicle or availability of workstations.

17.6 Trial of Job Share arrangements

17.6.1 The Branch will commence development of Job Share Guidelines through the consultative committee to be trialled, evaluated and amended where required.

17.6.2 Arrangements are to be cost neutral to the Branch and demonstrate continuity of member service and management of staff reporting to the position.

18. PUBLIC HOLIDAYS

18.1 Subject to clause 18.5, Employees are entitled to the day off work without loss of pay on a Public Holiday. The following days are public holidays for the purposes of this Agreement:

18.1.1 New Year's Day, Christmas Day, Boxing Day (which fall within an office closure period); and

18.1.2 Good Friday, the Saturday immediately before Easter Sunday, Easter Sunday and Easter Monday (which fall within an office closure period); and

18.1.3 Australia Day, Anzac Day, Queen's Birthday and Labour Day; and

18.1.4 Melbourne Cup Day, or in lieu of Melbourne Cup Day, for Regional based Organisers, some other day as determined under Victorian law for a particular locality; and

18.1.5 any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in 18.1.1, 18.1.2, 18.1.3 and 18.1.4

18.1.6 The Branch also recognises as paid days off the days known as Show Day and Easter Tuesday, provided that.

18.1.6(a) The Branch is open on Show Day and full-time Employees who are required to work on that day will be entitled to a day off in lieu at a mutually agreed time, 4 weeks either side of the Show Day date, unless agreed in advance with the Secretary.

- 18.1.6(b)** Easter Tuesday falls during a period of office closure and Employees are not ordinarily required to attend for work on that day.

18.2 Public holidays occurring on a day off

- 18.2.1** A full-time Employee will receive a day off with pay for each public holiday that occur between Monday and Friday inclusive.
- 18.2.2** Where Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, and under Victorian law an additional or substitute day (Other Day) applies as a public holiday, that day will be a public holiday for Branch Employees.

18.2.3 Part-time Employees

The entitlement to public holiday benefits under this Agreement for a part-time Employee who is on a day off when a public holiday occurs under 18.1 above is to be determined as follows:

- 18.2.3(a)** Where a public holiday occurs on a day that a part-time Employee would normally work, but the office is closed on that day, the part-time Employee will be paid an amount equal to the Employee's ordinary rate of pay for the hours the Employee would normally have worked on that day.
- 18.2.3(b)** Where a public holiday occurs on a day a part-time Employee is not rostered to work, the part-time Employee will receive a payment in respect of that public holiday equal to their ordinary pay for the average daily hours worked by that Employee over the previous six months, or their period of employment by the Branch if less than six months

Example:

Average Hours		Shift Length	Base Payment	Penalty	Payment
24 hours					
38 hours	X	8 hours	5.05 hours	T1	5.05 hrs

- 18.3** If the period during which an employee takes paid personal/carer's leave or annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave or annual leave on that public holiday.

18.4 Guidelines for treatment of Public Holidays during extended leave

18.4.1 Full time staff

	Annual Leave	Parental Leave		LSL	LWOP
	Paid	Paid	Unpaid	Paid	Unpaid
Public holidays	Paid public holiday	Paid public holiday	Use paid leave (AL/ADO/Parental) to maximise paid public holidays	Paid public holiday	Unpaid
Christmas closedown	Paid	Paid	Paid	Paid	Unpaid

18.4.1 Part-time staff

18.4.2 A rostered day on for the purposes of the table below is the day/s of the week the employee would ordinarily work.

18.4.3 A rostered day off for the purposes of the table below is the day/s of the week the employee would not ordinarily work.

	Annual Leave	Parental Leave		LSL	LWOP
	Paid	Paid	Unpaid	Paid	Unpaid
Public holidays	On rostered day on: Paid public holiday 100% On rostered day off: Paid public holiday at part time rate	On rostered day on: Paid public holiday 100% On rostered day off: Paid public holiday at part time rate	Use paid leave (AL/Parental) to maximise paid public holidays	On rostered day on: Paid public holiday 100% On rostered day off: Paid public holiday at part time rate	Unpaid
Christmas closedown	On rostered day on: Paid 100% On rostered day off: Paid at part time rate	On rostered day on: Paid 100% On rostered day off: Paid at part time rate	On rostered day on: Paid 100% On rostered day off: Paid at part time rate	On rostered day on: Paid 100% On rostered day off: Paid at part time rate	Unpaid

18.5 Substitution of one public holiday for another

18.5.1 The Branch and an Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES or this Agreement.

18.5.2 The Branch and an Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES or this Agreement.

18.5.3 Where an agreement under subclause 18.5.1 or 18.5.2 is reached, it will be recorded in writing and a copy given to the Employee.

- 18.5.4** An Employee will nominate at the commencement of each year which days (if any) they propose to substitute.

19. TRANSITION TO RETIREMENT

- 19.1** An Employee may advise the Branch in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.

- 19.2** Transition to retirement arrangements may be proposed and, where agreed, implemented as:

19.2.1 a flexible working arrangement (see clause 37 Flexible Working Arrangements),

19.2.2 in writing between the parties, or

19.2.3 any combination of the above.

- 19.3** A transition to retirement arrangement may include but is not limited to:

19.3.1 a reduction in their EFT;

19.3.2 a Job share arrangement;

19.3.3 working in a position at a lower classification or rate of pay

- 19.4** The Branch will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:

19.4.1 to use accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or

19.4.2 be appointed to a role which that has a lower hourly rate of pay or hours (post transition role), in which case:

19.4.2(a) the Branch will preserve the accrual of LSL at the time of reduction in salary or hours; and

19.4.2(b) where LSL is taken or paid out in lieu on termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.

19.5 Applications

- 19.5.1** Applications are subject the provision of a retirement date within the 5-year period

- 19.5.2** The Branch will ordinarily consider and respond to the request within 14 days.

20. SALARIES

20.1 The fortnightly Salaries for Employees are those set out in Appendix 2 and Appendix 3.

20.1.5 The rate in Column A applies from the FFPPOA 1/12/20

20.1.6 The rate in Column B applies from the FFPPOA 1/12/21

20.1.7 The rate in Column C applies from the FFPPOA 1/12/22

20.2 Employees will commence at increment one, and progress through increments two and five following one Year of Experience and four Years of Experience respectively.

20.2.1 Payment

Each Employee's wages will be paid fortnightly into the Employee's nominated account by electronic funds transfer, or other method determined by mutual agreement, on a weekday being not more than five days following the end of the pay period

20.2.2 Payslips

The Branch will provide each Employee with a payslip which states in writing:

- (a) the amount of wages to which she or he is entitled
- (b) the amount of deductions; and
- (c) the net amount for each payment
- (d) details of superannuation contributions
- (e) the Employees accrued annual leave and personal leave

20.2.3 Payment on termination

- (a) When notice of termination of employment has been given by an Employee or an Employee's employment has been terminated by the Branch with notice, payment of all wages other monies owing to an Employee will be made to the Employee on or before the final day of work of the Employee.
- (b) In circumstances other than those outlined in sub-clause 20.2.3(a) where an Employee's employment is terminated, payment of all wages and other monies owing to the Employee will be made to the Employee within two business days.

20.3 The first wage increase applicable under the successor agreement to the Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2020-2024 will apply to the successor ANMF Staff Agreement from the FFPPOA 1 May 2024.

20.4 Allowance amounts applicable under this Agreement are contained in Appendix 4

20.4.1 The rate in Column A applies from the FFPPOA 1/12/20

20.4.2 The rate in Column B applies from the FFPPOA 1/12/21

20.4.3 The rate in Column C applies from the FFPPOA 1/12/22

21. SUPERANNUATION

21.1 Definitions

In this clause:

- (a) Act means Superannuation Guarantee (Administration) Act 1992 (Cth).
- (b) default fund means the HESTA superannuation fund (or its successor) while it provides a “MySuper product” as defined by the Act.
- (c) preferred superannuation fund means a fund that meets the definition of a superannuation fund in the Act 1992.
- (d) SGC are the compulsory Superannuation Guarantee Contributions made by the Branch to the employee’s superannuation fund.

21.2 Existing Employees

Where an Employee was employed prior to the commencement of this Agreement, the Branch will continue to make superannuation contributions to the Employee’s current superannuation fund. An Employee may elect to have the Employee’s contributions made to the Employee’s preferred superannuation fund.

21.3 New Employees

The Branch will offer to make superannuation contributions on behalf of an Employee to:

- (a) the Employee’s preferred superannuation fund;
- (b) HESTA (or successor); or
- (e) Aware Super superannuation funds (or successor).

21.4 Where new Employee does not nominate fund

If the Employee does not nominate a fund, the Branch will pay the Employee’s superannuation contributions to the default fund.

21.5 Calculation of superannuation contributions

Superannuation contributions paid by the Branch will be calculated and paid on:

- (a) ordinary time earnings as defined in the Act calculated on the Employee’s pre salary packaging earnings, and

- (b) any additional amounts consistent with the trust deed of the superannuation fund
- (f) any payment for a period of paid parental leave under this Agreement from 1 April 2016.

21.6 Superannuation during parental leave – from 1 July 2021

21.6.1 From 1 July 2021, the Branch will make superannuation contributions throughout any period of parental leave, paid or unpaid. Such contributions will be calculated as follows:

- (a) The Employee's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre-salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over 26 full pay periods immediately prior to commencing parental leave and divided by 52 (**Weekly Parental Leave Super Contribution**).

21.6.2 The Weekly Parental Leave Super Contribution will be paid during each week of Parental Leave (both paid and unpaid) save that:

- (a) the Employee will receive a pro rata payment for a period less than one (1) week; and
- (b) where, during the period of parental leave (either paid or unpaid), the Employee's rate of pay increases under clause **Error! Reference source not found.**, the Employee's pre-salary packaging earnings as calculated above will be increased accordingly from the relevant date and superannuation paid on the increased amount.

21.7 In relation to full-time and part-time Employees, the Branch shall pay an additional amount of 5% in addition to the contributions required by the Act. The Branch contributions will increase accordingly to the SGC legislation increase. Any legislated decrease under the SGC legislation will not result in a reduction to the Branch contribution.

21.8 Superannuation is paid on termination for unused annual and long service leave, unused ADO/flexi days and payment in lieu of notice (redeployment period or standard notice).

22. HIGHER DUTIES

22.1 Higher Duties– Where an Employee is absent for more than one day, and another Employee is engaged to undertake duties attracting a higher grade or sub-grade than the Employee is ordinarily employed, that Employee shall be paid for each full working day at the minimum rate for that classification.

22.2 Where an Employee performing higher duties is already being remunerated at the higher duties role Year 1 rate, the employee will be paid at the higher duties role Year 2 rate.

23. SALARY PACKAGING

23.1 Each employee shall be entitled to salary package the total value of their salary, vehicle and their total superannuation entitlements packaged in a manner which is acceptable to both the employee and the Branch. Such arrangements, to be acceptable to the Branch, must occur in a manner that ensures the Branch does not incur Fringe Benefits Tax.

- 23.2** The employee shall pay to the Branch annually a \$100.00 **plus GST** fee to cover the administrative costs relating to the salary packaging.
- 23.3** A further \$100.00 **plus GST** administration fee is payable where the employee seeks to make changes to the salary packaging during that twelve month period.
- 23.4** In the event that there are any changes in relevant income tax legislation or regulations that adversely affect a salary packaging agreement, the employee may revert to the salary that is payable for the classification pursuant to this agreement

24. QUALIFICATIONS ALLOWANCE

NOTE: see Clause 8 (definitions) regarding the interpretation of relevance.

24.1 Entitlement

- 24.1.1** An Employee will be entitled to a qualification allowance, where an Employee has a:
- (a) relevant qualification (as referred to sub-clause 24.4) in addition to their base qualification; or
 - (b) their base qualification is a double degree or Masters degree; or
 - (c) a Certificate IV TAE.
- 24.1.2** In the case of the entitlement under subclause 24.1.1(b), the qualification allowance will be payable after one year of experience in an area where the qualification is relevant.
- 24.1.3** In the case of the entitlement under subclause 24.1.1(c), the qualification allowance will be payable only where the Employee is required by the Branch to hold a Certificate IV in Training and Assessment (or equivalent) and continues to hold a current Certificate IV in Training and Assessment (or equivalent).

24.2 One Qualification Allowance Only

An Employee holding more than one qualification is entitled to one qualification allowance only, being the allowance for the highest qualification held.

24.3 Evidence

- 24.3.1** An Employee claiming entitlement to a qualification allowance must submit a request and provide to the Branch evidence of that Employee holding the qualification for which the entitlement is claimed.
- 24.3.2** An Employee will meet the evidence requirements when they have provided the Branch with evidence from the education/training provider that would satisfy a reasonable person that the Employee has obtained the qualification for which the allowance is claimed, for example:

- (a) the award of the qualification; or
- (b) the certificate of the qualification; or
- (c) transcript from the education/training provider;

24.3.3 The allowance is payable from the FFPPOA on or after the evidence is provided.

24.4 Rates for Qualification Allowances

An Employee entitled to a qualification allowance under this clause will be paid, in addition to the Employee's salary, as follows:

- 24.4.1** 3.5% of base rate – for a Certificate IV in Training and Assessment
- 24.4.2** 4.0% of base rate - for a Graduate Certificate or equivalent.
- 24.4.3** 6.5% of base rate - for a Postgraduate Diploma, Degree, Honours Degree or a Double Degree.
- 24.4.4** 7.5% of base rate - for a Masters.
- 24.4.5** 10% of base rate – for a Doctorate/PhD.
- 24.5** **Base rate** – is as follows:
- 24.5.1** \$1,361.90 from the FFPPOA 1/12/20
- 24.5.2** \$1,402.80 from the FFPPOA 1/12/21
- 24.5.3** \$1,444.90 from the FFPPOA 1/12/22

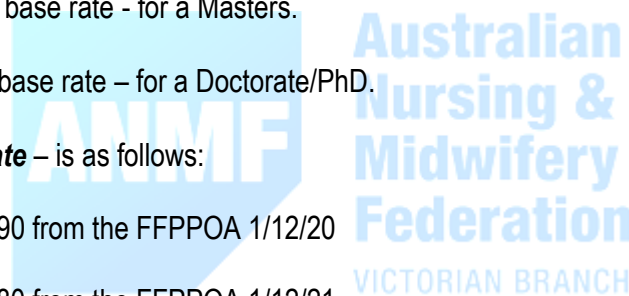
24.6 The above allowances are to be paid during all periods of leave except sick leave beyond 21 calendar days and long service leave.

24.7 Subject to 24.4.1, an international course that is deemed by an accredited institution to be equivalent to an Australian post graduate qualification and evidence is provided in accordance with subclause 24.3 will be recognised for the purposes of a qualification allowance.

25. CHILD CARE

Where an Employee is required to be on duty outside normal working hours as provided in this agreement, any child care expense incurred as a result of that duty shall be reimbursed by the Branch with the prior approval of the Secretary.

26. TELEPHONES



- 26.1** Employees required by the Secretary to be contactable out of hours shall be provided with a mobile phone (currently an iPhone). A capped usage amount shall be provided by the Branch which can be reviewed by the Secretary from time to time.
- 26.2** For those Employees who are not provided mobile phones, a mobile phone may be provided with an agreed capped usage amount phone plan entered into by the Branch.
- 26.3** Where an Employee who is not provided with a Branch mobile phone is required to use their personal mobile phone for Branch business, the cost of business calls shall be reimbursed on production of evidence as to usage.

27. ACCIDENT PAY

27.1 Entitlement to accident make-up pay

An Employee receiving compensation for incapacity under the WIRC Act will be entitled to accident make-up pay from the employer who is liable to pay compensation in accordance with this clause (including pro-rata for any part of a week).

27.2 Definitions

27.2.1 Accident make-up pay means:

- 27.2.1(a)** In the case of an Employee with no current work capacity, a payment equal to the ordinary time earnings the Employee would ordinarily receive had the Employee been performing their normal duties and hours of work, less the amount of weekly compensation.
- 27.2.1(b)** In the case of an Employee with a current work capacity, a payment equal to the ordinary time earnings the Employee would ordinarily receive, had the Employee been performing their normal duties and hours of work less the amount of weekly compensation and less the average amount the Employee is earning in suitable employment.

- 27.2.2** **Injury** under this clause has the same meaning as workers' compensation legislation and includes a disease contracted by an Employee in the course of the Employee's employment.

- 27.2.3** **Ordinary time earnings** has the same meaning as Pre-Injury Average Weekly Earnings under the WIRC Act.

27.3 Maximum payment

The maximum period or aggregate of periods of accident make-up pay to be made by an employer will be a total of 52 weeks for any one injury.

27.4 Accident Make-Up Pay will not apply in some circumstances

Accident make-up pay in accordance with this clause will not apply:

- 27.4.1** in respect of any injury during the first five normal working days of incapacity, except where the Employee contracts an infectious disease for which the Employee is entitled to receive workers compensation in which case accident make-up pay will apply from the first day of the incapacity;
- 27.4.2** to any incapacity occurring during the first two weeks of employment unless that incapacity continues beyond the first two weeks in which case accident make-up pay will apply only to the period of incapacity after the first two weeks;
- 27.4.3** during any period when the Employee fails to comply with the requirements of the WIRC Act with regard to examination by a medical practitioner;
- 27.4.4** where the injury for which the Employee is receiving weekly compensation payments is a pre-existing injury that work has contributed to by way of recurrence, aggravation, acceleration, exacerbation or deterioration, and the Employee failed to disclose the injury on engagement:
- 27.4.4(a)** following a request to do so by the Branch; and
 - 27.4.4(b)** the Branch providing the Employee details of the requirements of the position; and
 - 27.4.4(c)** where the Employee knew, or ought to have known, that the nature of the injury, may impact on the ability of the Employee to undertake the work.
- 27.4.5** where the injury subject to recurrence, aggravation or acceleration as provided under workers' compensation legislation or industrial diseases contracted by a gradual process, unless the Employee has been employed with the Branch at the time of the incapacity for a minimum period of one month;
- 27.4.6** where in accordance with the WIRC Act a medical practitioner provides information to the Branch of an Employee's fitness for work or specifies work for which an Employee has a capacity and that work is made available by the Branch but not commenced by an Employee;
- 27.4.7** when the claim has been ceased or redeemed in accordance with the WIRC Act;
- 27.4.8** in respect of any paid leave of absence.

27.5 Reduction of compensation

Where an Employee receives a weekly payment under this clause and subsequently that payment is reduced pursuant to the WIRC Act, that reduction will not render the Branch liable to increase the amount of accident pay in respect of that injury beyond the 52 week period referred to above.

27.6 Termination of employment

27.6.1 Termination of Employment by the Employee

Accident make-up pay ceases where the Employee terminates their employment except:

- 27.6.1(a)** if an Employee with partial incapacity cannot obtain suitable employment from the Branch but such alternative employment is available with another employer, and
- 27.6.1(b)** the Employee, if required, provides evidence to the Branch of the continuing payment of weekly compensation payments.

27.6.2 Termination of Employment by the Branch

An entitlement to accident make-up pay does not cease on termination where the Branch terminates the Employee's employment, except where the termination is for serious and wilful misconduct.

27.7 Civil damage claims

- 27.7.1** An Employee receiving or who received accident make-up pay must advise the Branch of any action or claim the Employee may institute for damages. If requested, the Employee will provide an authority to the Branch entitling the Branch to a charge upon any money payable pursuant to any judgment or settlement on that injury.
- 27.7.2** Where an Employee obtains a judgment or settlement for damages in respect of an injury for which the Employee received accident make-up pay, the Branch's liability to pay accident make-up pay ceases from the date of such judgment or settlement where the damages are not reduced (in whole or part) by the accident make-up pay paid by the Branch. Where damages from a judgment or settlement are not reduced to take into account accident make-up pay paid by the Branch (in whole or part), the Employee must repay the Branch the accident make-up pay to the extent the damages were not reduced.
- 27.7.3** Where an Employee obtains a judgment or settlement for damages against a person other than the Branch in respect of an injury for which the Employee received accident make-up pay, the Branch's liability to pay accident make-up pay shall cease from the date of such judgment or settlement where the damages are not reduced (in whole or part) by the amount of accident pay made by the Branch. The Employee must pay to the Branch any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been so reduced.

PART C – LEAVE ENTITLEMENTS

28. I/P EMPLOYEE ON CALL ON A WEEKEND

- 28.1** Where an I/P Employee is rostered to be on call on a weekend in periods of exceptional circumstances including a pandemic, he or she shall receive a day's annual leave, a day's pay or time in lieu for each day he or she is rostered to be on call during this period.
- 28.2** Where an I/P Employee is rostered to be on call and their annual leave balance is above 40 days, and an annual leave plan is not in place, he or she will be credited with a day's pay or time in lieu for each day he or she is rostered to be on call during this period.

29. OFFICE CLOSURES

- 29.1** The Branch offices will be closed between the Christmas and New Year period. All Employees shall be paid during the period of such closure. There will be on-call duties for some Industrial/Professional Employees during this period and there may be on-call duties for Administrative/Clerical Employees during this period.
- 29.2** If on an occasion other than that referred to in clause 29.1, the office is to be closed at the direction of Branch Council (outside of weekends), then Employees will be paid their normal salary without loss of leave entitlements.
- 29.3** On the last working day before December 25, the Office will close at 1.00pm. Employees who work on that day will receive their normal pay for the day. Employees on any form of leave will be considered to be on that leave for the entire day.

29.4. Work performed during Christmas Close Down

- 29.4.1** When an I/P Employee is rostered to be on call during the Christmas Close Down period he or she shall receive a day's annual leave, a day's pay or time in lieu for each day he or she is rostered to be on call during this period.
- 29.4.2** Where an I/P Employee is rostered to be on call and their annual leave balance is above 40 days, and an annual leave plan is not in place, he or she will be credited with a day's pay or time in lieu for each day he or she is rostered to be on call during this period.
- 29.4.3** If an Admin Employee is required and is able to work on any day during the Christmas Close Down period he or she would be paid the prescribed amount of pay pursuant to the Agreement with a minimum of one additional day's pay for each day that they work even if the actual hours worked were less than a normal working day. In lieu of payment, Admin Employees may choose to have their annual leave increased appropriately.

30. ANNUAL LEAVE

This clause does not apply to casual Employees.

30.1 Entitlement to Annual Leave

- 30.1.1** An Employee is entitled to five weeks paid annual leave for each year of service.
- 30.1.2** Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 30.1.3** An Employee is entitled to continue to accrue Annual Leave hours during any period of work absence related to an accepted WorkCover (however titled) claim.

30.2 Part time Employees

Annual leave will accrue progressively to a part time Employee on a pro rata basis.

30.3 Taking paid annual leave

- 30.3.1** Paid annual leave may be taken for a period agreed between the Employee and the Branch.
- 30.3.2** The Employee will submit a completed leave application form for annual leave at least 6 weeks prior to the first day of the proposed leave period/s unless it is not reasonable to do so in the circumstances.

30.4 ADOs/Flexis and Annual Leave

- 30.4.1** in respect of a period of annual leave:
 - 30.4.1(a)** any ADO and flexi-days accruing during the leave period must be taken with annual leave; and
 - 30.4.1(b)** Up to two additional ADOs may be taken with annual leave of greater than 10 days leave; and
 - 30.4.1(c)** all ADOs and flexi-days taken adjacent to, or as part of leave, must be included on the annual leave application form.

30.5 Leave approval

- 30.5.1** Subject to 30.5.6, within ten (10) week days of the leave request, the Branch will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.
- 30.5.2** Where it is likely the leave request will be rejected, the Branch and the Employee will consult on alternate leave days within the 10 day period.

30.5.3 The Branch must not unreasonably refuse to agree to a request by the Employee to take paid annual leave. Reasons for refusal may include that it is a high demand period

30.5.4 Once annual leave is approved, it must not be unilaterally changed by the Branch. Where extraordinary circumstances arise, such that the Branch wishes the Employee to change the timing of their approved leave, any change may only occur through consultation and agreement.

30.5.5 **Process for annual leave applications during periods of high demand for annual leave.**

30.5.6 The Branch will develop and publish to affected Employees a system for managing a high demand holiday period. This system must:

- (a) identify the high demand holiday period;
- (b) identify the date by which a written request for annual leave should be submitted; and
- (c) identify the date by which the Branch will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.
- (d) In determining applications for high-demand periods, the Branch will consider all the circumstances including but not limited to:
 - (i) the Branch's operational needs;
 - (ii) the Employee's family responsibilities; and
 - (iii) whether previous leave applications for the same high-demand period were or were not successful.

30.6 **Excess annual leave accruals – general provision**

30.6.1 An Employee has an excess annual leave accrual where the Employee has two years or more of annual leave entitlement accrued (including for the purposes of this clause, flexi-days converted to annual leave in accordance with clause 11.4.3).

30.6.2 The Branch may direct an Employee with an excess annual leave accrual to take some of that accrued annual leave with at least six weeks' notice provided that:

30.6.2(a) the Employee has first been given a reasonable opportunity to submit a plan to reduce the leave to not more than eight (8) weeks within six months, subject to 30.6.2(c) below

30.6.2b) the Branch will not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Branch and the Employee; and

- 30.6.2(c)** in directing that the Employee take leave the Employee cannot be directed to reduce the accrued leave to less than eight (8) weeks.

30.7 Excess Annual leave accruals – no agreement reached

30.7.1 Direction by Branch

- (a) Where the Branch has genuinely tried to reach agreement with an Employee under clause 30.6 but agreement is not reached (including because the Employee refuses to confer), the Branch may direct the Employee in writing to take one or more periods of paid annual leave.
- (b) However, in directing that the Employee take leave under this subclause 0:
- a. the Employee cannot be directed to reduce the accrued leave to less than eight (8) weeks;
 - b. the Branch cannot require an Employee to take any period of paid annual leave of less than one week;
 - c. the Branch cannot require the Employee to take a period of paid annual leave beginning less than 8 weeks or more than 12 months after the direction is given; and
 - d. the direction must not be inconsistent with any leave arrangement agreed by the Branch and Employee

30.7.2 Where the Branch issues a Direction

Where the Branch issues a direction to the Employee to take paid annual leave in accordance with paragraph 30.7.1 0:

- (a) the Employee must take paid annual leave in accordance with that direction; and
- (b) the Employee may request to take a period of paid annual leave as if the direction had not been given.

30.7.3 Request by Employee for Leave

If the Employee has genuinely tried to reach agreement with the Branch under subclause 30.6 but agreement is not reached (including because the Branch refuses to confer) the Employee may give a written notice to the Branch requesting to take one or more periods of paid annual leave.

However, a notice under this subclause 30.7.3

- (a) may only be given if the Employee has had an excess leave accrual for more than 6 months at the time of giving the notice;

- (b) may only be given if the Employee has not been given a direction under subclause 30.7.1 that, when any other paid annual leave arrangements are taken into account would eliminate the Employee's excess accrual;
- (c) must not, if granted, result in the Employee's remaining accrued entitlement to paid annual leave being, at any time, less than 6 weeks when other paid annual leave arrangements are taken into account;
- (d) must not provide for the employee to take any period of paid annual leave of less than one week;
- (e) must not provide for the employee to take a period of paid annual leave beginning less than 8 weeks or more than 12 months, after the notice is given;
- (f) must not be inconsistent with any leave arrangement agreed by the Branch and Employee; and
- (g) must not be for more than 1 full year's entitlement to annual leave as prescribed by 30.1 above.

30.7.4 Where the Employee requests leave by notice

Where the Employee gives written notice to the Branch to take one or more periods of paid annual leave in accordance with paragraph 30.7.3, the Branch must grant paid annual leave requested

30.8 Disputes regarding excess annual leave

30.8.1 Without limiting the Dispute Resolution Procedure of the Agreement, either an Employee or the Branch (or their representative/s) may refer a dispute about the following matters to the Commission:

- 30.8.1(a)** a dispute about whether the Branch or employee has requested a meeting and genuinely tried to reach agreement;
- 30.8.1(b)** a dispute about whether the Branch has unreasonably refused to agree to a request by the Employee to take paid annual leave; and
- 30.8.1(c)** a dispute about whether a direction to take leave complies with the clause.
- 30.8.1(d)** a dispute about a leave reduction plan referenced in clause 30.7.1

30.9 Short periods of annual leave

Paid annual leave under this clause can be taken in periods less than an Employee's ordinary fortnight (short period), including single days in which case any notice period may be waived by agreement.

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

30.10.1 Public Holidays

See also clause 18 (Public Holidays)

If an Employee takes paid annual leave during a period that includes a public holiday, the Employee is taken not be on paid annual leave on that day.

30.10.2 Other Periods of Leave

See also clause 40 (Personal Leave) and 42 (Compassionate Leave)

30.10.2(a) An Employee may take other types of leave, such as personal leave or compassionate leave whilst on annual leave. An Employee is taken not to be on paid annual leave whilst on other leave and the Employee's paid annual leave accrual will be amended to reflect this. These provisions do not apply to unpaid parental leave.

30.10.2(b) An Employee taking personal leave whilst on annual leave will provide the Branch with evidence in accordance with clause 40 (Personal Leave).

30.10.2(c) Where an Employee takes other leave during annual leave, any annual leave loading received for a period that is no longer annual leave is taken to have been paid in advance as required in subclause 30.8 (Payment for leave) or may be deducted from any payment required to be made under clause 30.12(a) (Effect of termination on annual leave).

30.11 Payment for leave

30.11.1 Employees will receive their ordinary pay and any amount required by subclause 30.12 during periods of annual leave.

30.11.2 Ordinary pay for the purposes of this clause means remuneration for the Employee's normal weekly number of hours of work calculated at the ordinary time rate of pay provided that:

(a) where an Employee has performed higher duties for an aggregate period of three months or more in a twelve (12) month period, ordinary pay will be adjusted proportionally to reflect the period during which higher duties were performed.

(b) normal weekly hours for a part-time Employee who performs additional shifts will reflect the additional hours worked over the 12-month accrual period

30.11.3 Payment for paid annual leave will be in advance for the period of such leave except for a short period. Payment for paid annual leave in advance for periods shorter than 10 days may be requested only once the Branch HRIS is implemented and subject to provision of enough notice.

30.12 Annual leave loading

30.12.1 In addition to ordinary pay (as defined) an Employee will receive leave loading of 17.5% calculated on the relevant rate of salary prescribed in Appendix 2 or 3, on a

maximum of four weeks in respect of any year of employment, for ease of calculation this loading is applied as 14% over 25 days.

30.13 Effect of termination on annual leave

30.13.1 Where an Employee's employment ends for any reason, the Branch must pay to the Employee any untaken accrued annual leave. The amount payable to the Employee is the amount the Employee would have received had the Employee taken the leave at the time of termination, including any payment under subclause 30.11 (Annual leave loading).

30.13.2 If annual leave has been taken in advance and, at the time the employment terminates, the Employee has a negative paid annual leave accrual, the Branch may deduct a sum equal to the negative annual leave accrual (at the amount paid at the time the annual leave was taken in advance) from any remuneration payable to the Employee upon termination of employment.

30.14 ADOs and annual leave

See clause 11 (Accrued Days Off).

31. CASHING OUT OF ANNUAL LEAVE

An Employee may, with the consent of the Branch, choose to cash out paid annual leave in accordance with this clause.

31.1 Written request and written agreement

An Employee wishing to cash out annual leave must make a written request to the Branch. Where the Branch agrees to that request, the Employee and the Branch will record the agreement in writing.

31.2 Agreement must comply with terms

A written agreement must comply with the following terms:

31.2.1 paid annual leave must not be cashed out if the cashing out would result in the Employee having less than four weeks of accrued annual leave; and

31.2.2 each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Branch and the Employee; and

31.2.3 the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including annual leave loading and superannuation to the Employee's nominated Fund.

Payments made in accordance with this clause extinguish an Employee's right to access annual leave or receive further payment for the period of annual leave paid out.

31.3 Part-time Employees – cashing out of annual leave where contracted EFT fraction has reduced

31.3.1 A part-time Employee that has reduced their EFT fraction, may request to cash out accrued annual leave in conjunction with taking a period of annual leave so that the total payment for the period is equivalent to the previous EFT fraction. The request and any agreement must comply with the requirements of subclause 31.2 above save that:

31.3.1(a) the requirement that paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid leave being less than six weeks calculated using the new EFT fraction; and

31.3.1(b) the limit on cashing out no more than 2 weeks annual leave will not apply.

32 PURCHASED LEAVE

This clause does not apply to casual Employees

32.1 Purchased Leave enables Employees, by mutual agreement with the Branch and subject to the Application requirements at 32.11, to access up to 20 days (pro-rata for part time Employees) additional paid leave in a consecutive period of 26 pay periods (the purchased leave period).

32.2 Purchased leave requires the Employee to take a reduced wage (which will also apply to periods of other paid leave accrued during the purchased leave period) over 26 pay periods in order to receive the additional purchased leave.

32.3 The table below indicates the reduced wages in relation to the additional leave purchased:

Number of additional leave days purchased	Percentage of weekly wage that will be paid for the 12 month period
5	98.08%
10	96.17%
15	94.25%
20	92.34%

32.4 Employees with an agreed Purchase Leave arrangement are required to use the entitlement to 5 weeks annual leave (which includes the above deductions to wages) within the same 12 month period that the Purchased Leave arrangement is entered into.

Example:

An Employee enters into a Purchased Leave arrangement to access an additional 15 days paid purchased leave, therefore providing access to 5 weeks annual leave and 15 days Purchased Leave. The 12 month Purchased Leave arrangement is to commence on 1 May and end on 30 April.

The Employee takes 3 weeks leave in September (2 weeks of annual leave and 5 days purchased leave), 3 weeks in January (2 weeks annual leave and 5 days Purchased leave) and 2 weeks in March (1 week annual leave and 5 days Purchased leave). The entire 52 weeks are paid at the reduced weekly wage of 94.25%. Annual leave loading (as per clause 30.11) calculated on the purchased leave rate. The Purchased Leave does not include any annual leave loading as it is not considered to be annual leave.

- 32.5** Purchased Leave may be taken in conjunction with other types of leave.
- 32.6** Purchased Leave may not be used to break a period of Long Service Leave.
- 32.7** The Branch may grant Purchased Leave, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.
- 32.8** Where the arrangement, because of extraordinary circumstances, has been varied or cancelled and requires a refund of salary deductions, the refund will be made as a lump sum no later than two pay periods following notification of the variation or cancellation.
- 32.9** Where the employee's employment terminates, deductions made for Purchased Leave not yet taken will be repaid.
- 32.10** Where the employee's employment terminates and there are outstanding deductions for Purchased Leave, the outstanding deductions may be offset by the Branch against any entitlements owing to the Employee on termination.
- 32.11** On application, the Branch expects the Employee to provide a projected plan that identifies:
- 32.11.1** The proposed start and finish dates for the Purchased Leave period,
 - 32.11.2** The proposed days where the Purchased Leave will be taken within the purchased leave period, and
 - 32.11.3** The projected 5 weeks annual leave during the purchased leave period
- 32.12** Entering into a Purchased Leave arrangement will not change an Employees Full-time status to part-time.

33. CLINICAL PRACTICE LEAVE

33.1 All Employees who are registered with the NMBA have an entitlement to a minimum of 3 months full time clinical placement leave for each 5 years of service.

33.2 Clinical Practice Leave is leave without pay.

33.3 An employee's choice to maintain clinical practice is not a requirement of the Branch, nor is it necessarily a requirement of the NMBA in relation to recency of practice.

33.4 Application for clinical practice leave

33.4.1 Any eligible Employee wishing to take clinical practice leave shall apply in writing to the Secretary and shall specify the duration of such leave and the date of commencement. The application should be at least three months in advance of the intended clinical practice leave.

33.4.2 Approval for the timing of such leave will be subject to the capacity of the Branch to backfill (where necessary) the position held by the employee.

33.5 An employee seeking leave in accordance with this clause may be requested to provide details of the employer with which the employee intends undertaking the clinical practice, to ensure the Branch is not exposed to any potential conflict of interest.

33.6 Clinical practice leave does not constitute a break in service from the Branch and does not accrue service related entitlements such as ADOs and Personal Leave.

33.7 An Employee must, before proceeding on Clinical Practice Leave, return to the Branch all Branch equipment including the Branch vehicle, computer equipment and mobile phone.

34. PRE-ADOPTION LEAVE

34.1 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

34.2 The Employee and the Branch should agree on the length of the unpaid leave.

34.3 Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.

34.4 Where paid leave is available to the Employee, the Branch may require the Employee to take such leave instead.

35. PRENATAL APPOINTMENTS

Where an Employee is required to attend prenatal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary working hours of the Employee, then the Employee on production of satisfactory evidence to this effect may access up to 5 days in any year of their Personal Leave for such purpose.

36. PARENTAL LEAVE

36.1 Structure of clause

This clause is structured as follows:

- (a) *Definitions: subclause 36.2*
- (b) *Long parental leave – unpaid : subclause 36.3*
- (c) *Flexible Long Parental Leave 36.4*
- (d) *Hospitalised children – agreement to not take unpaid Long Parental Leave 36.5*
- (e) *Short parental leave – unpaid: subclause 36.6*
- (f) *Paid parental leave: subclause 36.7*
- (g) *Notice and evidence requirements: subclause 36.8*
- (h) *Notice requirements - Flexible Long Parental Leave 36.9*
- (i) *Parental leave associated with the birth of a Child – additional provisions: subclause 36.10*
- (j) *Unpaid pre-adoption leave: subclause 36.11*
- (k) *Where placement does not proceed or continue: subclause 36.12*
- (l) *Special maternity leave: subclause 36.13*
- (m) *Entitlement to paid special unpaid birth-related leave 36.13.1*
- (n) *Entitlement to paid special birth-related leave 36.13.2*
- (o) *Variation of period of unpaid parental leave up to 12 months: subclause 36.15*
- (p) *Right to request extension of period of unpaid parental leave beyond 12 months: subclause 36.16*
- (q) *Parental leave and other entitlements: subclause 36.17*
- (r) *Transfer to a safe job: subclause 36.18*
- (s) *Returning to work after a period of parental leave: subclause 36.19*
- (t) *Stillbirth or death of child – cancelling leave or returning to work 36.20*
- (u) *Employee who ceases to have responsibility for care of Child 36.21*
- (v) *Replacement Employees: subclause 36.22*
- (w) *Communication during parental leave – organisational change: subclause 36.23*
- (x) *Keeping in touch days: subclause 36.24*

Other provisions associated with parental leave are also included in this Agreement.

Specifically, prenatal appointments at clause 35, flexible working arrangements which includes the right to request to return from parental leave on a part time basis at clause 39, leave to attend interviews and examinations relevant to adoption leave (pre-adoption leave) at clause 34 and breastfeeding at clause 62.

36.2 Definitions

For the purposes of this clause:

Child means:

- in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or

- in relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six months or more save for Foster Child who translates to a Permanent Care Order (Adopted Child).
- as the case requires, includes a Stillborn Child.

Continuous Service includes any period of employment that would count as service under the Act.

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

Eligible Employee for the purposes of this clause 34 means an Employee who has at least 12 months' Continuous Service or an Eligible Casual Employee as defined above.

Employee Couple has the same meaning as under the Act.

Flexible Long Parental Leave means the 30 days' unpaid parental leave an Eligible Employee may take under subclause 36.3.6 as part of their 52 weeks' entitlement of Long Parental Leave.

Long Parental Leave means the 52 weeks' parental leave an Eligible Employee may take under subclause 36.3. A person taking Long Parental Leave under subclause 36.3 is the Primary Carer for the purpose of this clause.

Notional Flexible Period is the period during which the Eligible Employee would be on Flexible Long Parental Leave if the Eligible Employee took leave for all of the Eligible Employee's notified flexible days in a single continuous period.

Primary Carer means the person who has responsibility for the care of the Child. Only one person can be the Child's Primary Carer on a particular day.

Short Parental Leave means the up to eight weeks' concurrent parental leave an Eligible Employee who will not be the Primary Carer of a Child may take under subclause 36.4.

Spouse includes a person to whom the Eligible Employee is married and a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis

Stillbirth means the delivery of a Stillborn Child.

Stillborn Child means:

- (i) a child who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
- (ii) who has not breathed since delivery; and
- (iii) whose heart has not beaten since delivery.

36.3 Long Parental Leave – Unpaid

36.3.1 An Eligible Employee is entitled to 12 months' unpaid Long Parental Leave if the leave is associated with:

- 36.3.1(a)** the birth of a Child (including a Stillbirth) of the Eligible Employee or the Eligible Employee's Spouse; or
- 36.3.1(b)** the placement of a Child with the Eligible Employee for adoption; and
- 36.3.1(c)** the Eligible Employee is the Primary Carer. or in the case of a Stillbirth, the Eligible Employee would have been the Primary Carer if the Child had been born alive.

36.3.2 The Eligible Employee must take the leave in a single continuous period.

36.3.3 Where an Eligible Employee is a member of an Employee Couple, except as provided at subclause 36.4 (Short Parental Leave – Unpaid), subclause 36.5 (Paid Parental Leave) and 36.3.6 (Flexible Long Parental Leave), parental leave must be taken by only one parent of an Employee Couple at a time in a single continuous period.

36.3.4 Each member of an Employee Couple may take a separate period of up to 12 months of Long Parental Leave. The period of Long Parental Leave will be reduced by any period of Short Parental Leave taken by the Eligible Employee.

36.3.5 Subject to subclause 36.3.5, an Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 36.11 (Variation of period of unpaid parental leave (up to 12 months)).

36.3.6 An Eligible Employee's entitlement to Long Parental Leave (other than Flexible Long Parental Leave) will end on the first day that the Eligible Employee takes Flexible Long Parental Leave. This means that if an Eligible Employee intends on taking a period of continuous unpaid parental leave, they must do so before they take any Flexible Long Parental Leave.

36.4 Flexible Long Parental Leave

36.4.1 An Eligible Employee may take up to 30 days of their Long Parental Leave entitlement (Flexible Long Parental Leave) during the 24-month period starting on the date of birth (including a Stillbirth) or day of placement of the Child if the requirements of this subclause are satisfied in relation to the leave.

- 36.4.2** The number of days of Flexible Long Parental Leave that the Eligible Employee takes must not be more than the number of flexible days notified to the Branch under sub-clause 36.6 (subject to any agreement under sub-clause 36.6).
- 36.4.3** An Eligible Employee must take the Flexible Long Parental Leave as:
- (a) a single continuous period of one or more days; or
 - (b) separate periods of one or more days each.
- 36.4.4** An Eligible Employee may take the Flexible Long Parental Leave whether or not they have taken unpaid Long Parental Leave under subclause 36.3.1.
- 36.4.5** An Eligible Employee may take Flexible Long Parental Leave after taking one or more periods of unpaid Long Parental Leave under subclause 36.3.3 only if the total of those periods (disregarding any extension under sub-clause 36.11 (Variation of period of unpaid parental leave (up to 12 months)) or 36.12 (Right to request an extension of period of unpaid parental leave beyond 12 months) is no longer than 12 months, less the employee's Notional Flexible Period, provided that the calculation is based on the assumption that:
- (a) the Eligible Employee ordinarily works each day that is not a Saturday or Sunday; and
 - (b) there are no public holidays during the period.
- 36.4.6** A member of an Employee Couple (the first employee) may take Flexible Long Parental Leave on the same day as the other member of the Employee Couple (the other employee) is taking unpaid Long Parental Leave only if the total of all periods of unpaid parental leave the first employee takes at the same time as the other employee is no longer than 8 weeks.

36.5 Hospitalised children – agreement to not take unpaid Long Parental Leave

36.5.1 If:

- (a) a Child is required to remain in hospital after the Child's birth, or is hospitalised immediately after the Child's birth, including because:
 - a. the Child was born prematurely; or
 - b. the Child developed a complication or contracted an illness during the child's period of gestation or at birth; or
 - c. the Child developed a complication or contracted an illness following the Child's birth; and
- (b) an Employee, whether before or after the birth of the Child, gives notice in accordance with subclause 36.6 of the taking of a period of unpaid parental leave (the original leave period) in relation to the Child, then the Employee may agree with the Branch that the Employee will not take unpaid parental leave for a period (the permitted work period) while the Child remains in hospital.

36.5.2 If the Employee and Branch so agree, then the following rules have effect:

- (a) the Employee is taken to not be taking unpaid parental leave during the permitted work period;
- (b) the permitted work period does not break the continuity of the original leave period; and
- (c) the Employee is taken to have advised the Branch, for the purposes of subclause 36.6.2 of an end date for the original leave period that is the date on which that period would end if it were extended by a period equal to the permitted work period.

36.5.3 The permitted work period must start after the birth of the Child.

36.5.4 The permitted work period ends at the earliest of the following:

- (a) the time agreed by the Branch and Employee;
- (b) the end of the day of the Child's first discharge from hospital after birth; or
- (c) if the Child dies before being discharged, the end of the day the Child dies.

36.5.5 Only one period of may be agreed to under subclause 36.3.7(a) for which the Employee will not take unpaid parental leave in relation to the Child.

36.5.6 The Employee must, if required by the Branch, give the Branch evidence (including without limitation, a medical certificate) that would satisfy a reasonable person of either or both of the following:

- (a) that subclause 36.3.7(a)(a) applies in relation to the child;
- (b) that the Employee is fit for work.

36.6 Short Parental Leave – Unpaid

36.6.1 This clause applies to an Eligible Employee who is a member of an Employee Couple.

36.6.2 An Eligible Employee who will not be the Primary Carer of a Child may take up to eight weeks' leave concurrently with any parental leave taken by the parent who will be the Primary Carer. Short Parental Leave may be taken in separate periods but, unless the Branch agrees, each period must not be shorter than two weeks.

36.6.3 The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Employee is entitled under subclause 36.3 (if applicable).

36.7 Paid Parental Leave

36.7.1 An Eligible Employee commencing parental leave is entitled to paid parental leave up to a maximum of fourteen weeks, provided that the Long Parental Leave is taken contemporaneously with the birth or placement of the Child or as otherwise mutually

agreed in writing (subject to 36.3.7 in which case the Employee taking Long Parental Leave may agree with the Branch that the Employee will not take Long Parental Leave during the permitted work period while the Child remains hospitalised).

36.7.2 Parental leave may be taken at half pay, double time subject to:

- (a) Activities of the Branch
- (b) Replacement availability
- (c) Cost implications to the Branch
- (d) Transferability of equipment, in particular mobile phone and lap top computer
- (e) Payment of fuel
- (f) Paid entitlements during period of leave.

where relevant, with appropriate adjustments made.

36.7.3 Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation).

36.7.4 The Branch and the Eligible Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation

36.7.5 Such agreement must be in writing and signed by the parties. The Eligible Employee must nominate a preferred payment arrangement at least four weeks prior to the expected date of birth or date of placement of the Child. In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.

36.7.6 The paid parental leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES / this Agreement.

36.8 Notice and evidence requirements

36.8.1 An Employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:

- 36.8.1(a)** that the Employee will become either the Primary Carer or non-Primary Carer of the Child, as appropriate;
- 36.8.1(b)** the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
- 36.8.1(c)** that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

36.8.2 Subject to clause 36.6.5 (Notice - Flexible Long Parental Leave), at least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave and the leave type throughout the period, or advise the Branch of any changes to the notice provided in clause 36.6.1 unless it is not practicable to do so.

36.8.3 The Branch may require the Employee to provide evidence which would satisfy a reasonable person of:

36.8.3(a) in the case of birth-related leave,

- a. the date of birth of the Child or expected date of birth (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); and
- b. if relevant, that their Child was stillborn (including without limitation, a certification by a medical practitioner or registered midwife of the child as having been delivered); or

36.6.3(b) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

36.8.4 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

36.9 Notice requirements - Flexible Long Parental Leave

36.9.1 If an Employee wishes to take Flexible Long Parental Leave, the Employee must give notice to the Branch as follows:

- (a) where the Employee also takes unpaid Long Parental Leave or Short Parental Leave (the original leave);
 - a. at the same time as the Employee gives notice in accordance with subclause 36.6.1 in relation to the original leave, unless subclause (ii) below applies; or
 - b. if the Employee takes more than one period of unpaid Short Parental Leave, at the same time as the Employee gives notice in accordance with subclause 36.6.5(a) in relation to the first of those periods of leave; or
 - c. otherwise - at least 10 weeks before starting the Flexible Long Parental Leave.
- (b) If the Branch agrees, the notice may be given at a later time than that specified in subclause 36.9.1(a)

- (c) The notice under subclause 36.9.1(a) must specify the total number of days (Flexible Days) of Flexible Long Parental Leave that the Employee intends to take in relation to the Child.
- (d) If the Branch agrees, the Employee may:
 - a. reduce the number of flexible days, including by reducing the number of flexible days to zero; or
 - b. increase the number of flexible days, but not so as to increase the number of flexible days above 30.
- (e) The Employee must give the Branch written notice of a flexible day on which the Employee will take Flexible Long Parental Leave:
 - a. at least 4 weeks before that day; or
 - b. if that is not practicable, as soon as practicable (which may be a time after the leave has started).
- (f) If the Branch agrees, the Employee may change a day on which the Employee takes Flexible Long Parental Leave from a day specified in a notice under subsection 36.6.5(e).

36.10 Parental leave associated with the birth of a Child – additional provisions

- 36.10.1** Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Branch and the Eligible Employee, an Eligible Employee who is pregnant may commence Long Parental Leave at any time up to six weeks immediately prior to the expected date of birth.

36.10.2 Six weeks before the birth

- 36.10.2(a)** Where a pregnant Eligible Employee continues to work during the six week period immediately prior to the expected date of birth, the Branch may require the Eligible Employee to provide a medical certificate stating that she is fit for work and, if so, whether it is inadvisable for her to continue in her present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.
- 36.10.2(b)** Where a request is made under subclause 36.10.2(a) and an Eligible Employee:
- (a) does not provide the Branch with the requested certificate within seven days of the request; or
 - (b) within seven days after the request, the Eligible Employee gives the Branch a medical certificate stating that the Eligible Employee is not fit for work;

- (c) the Branch may require the Eligible Employee to commence their parental leave as soon as practicable.

36.10.2(c) Where a request is made under subclause 36.10.2(a) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in her present position during a stated period, subclause 36.14 (Transfer to a safe job) will apply.

36.11 Unpaid pre-adoption leave

Employees' entitlement to pre-adoption leave is set out at clause 34 (Pre-adoption leave).

36.12 Where placement does not proceed or continue

36.12.1 Where the placement of the Child for adoption with an Eligible Employee does not proceed or continue, the Eligible Employee must notify the Branch immediately.

36.12.2 Where the Eligible Employee had, at the time, started a period of adoption-related leave in relation to the placement, the Eligible Employee's entitlement to adoption-related leave is not affected, except where the Branch gives written notice under subclause 36.12.3.

36.12.3 The Branch may give the Eligible Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long adoption-related leave is cancelled with effect from that day.

36.12.4 Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, the Branch must nominate a time not exceeding four weeks from receipt of notification for the Eligible Employee's return to work.

36.13 Special maternity leave

36.13.1 Entitlement to unpaid special birth-related leave

36.13.1(a) A female Eligible Employee is entitled to a period of unpaid special leave if she is not fit for work during that period because:

(A) she has a pregnancy-related illness; or

(B) all of the following apply:

(i) she has been pregnant, and

(ii) the pregnancy ends within 28 weeks of the expected date of birth of the Child otherwise than by the birth of a living Child or a Stillbirth.

36.13.1(b) A female Eligible Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this clause.

- 36.13.1(c)** Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

36.14.2 Entitlement to paid special birth-related leave

- 36.14.2(a)** A female Eligible Employee is entitled to a period of paid special leave if the pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Employee gives birth but the baby subsequently dies.

- 36.14.2(b)** Paid special leave is paid leave not exceeding the amount of paid leave available to Primary Carers under subclause 36.5.1

- 36.14.2(c)** Paid special leave is in addition to any unpaid special leave taken under subclause 36.13.

- 36.14.3** Paid leave available to non-Primary Carers under subclause 36.5.1 will also apply in these circumstances.

36.14.4 Evidence

If an Eligible Employee takes leave under this clause the Branch may require the Eligible Employee to provide evidence that would satisfy a reasonable person of the matters referred to in subclause 36.14.1 or 36.14.2 or to provide a certificate from a registered medical practitioner. The Eligible Employee must give notice to the Branch as soon as practicable, advising the Branch of the period or the expected period of the leave under this provision.

36.15 Variation of period of unpaid parental leave (up to 12 months)

Where an Eligible Employee has:

- 36.15.1** given notice of the taking of a period of Long Parental Leave under subclause 36.3; and

- 36.15.2** the length of this period of Long Parental Leave as notified to the Branch is less than the Eligible Employee's available entitlement to Long Parental Leave; and

- 36.15.3** the Eligible Employee has commenced the period of Long Parental Leave, and

- 36.15.4** not taken a period of Flexible Long Parental Leave,

the Eligible Employee may extend the period of unpaid parental leave (up to the Eligible Employee's available entitlement to Long Parental Leave) by giving the Branch notice in writing of the extension and specifying the new end date for the leave. This one off extension is to be notified as soon as possible but no less than six weeks before the end date of the original leave period. Nothing in this clause detracts from the basic entitlement in subclause 36.3 or subclause 36.15.

- 36.15.5** If the Branch and the Eligible Employee agree, the Eligible Employee may further extend or reduce the period of parental leave.

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

- 36.16.1** An Eligible Employee entitled to Long Parental Leave pursuant to the provisions of clause 36.1.3 may request the Branch to allow the Eligible Employee to extend the period of Long Parental Leave by a further continuous period of up to 12 months immediately following the end of the available parental leave.

36.16.2 Request to be in writing

The request must be in writing and must be given to the Branch at least four weeks before the end of the available parental leave period.

36.16.3 Response to be in writing

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

36.16.4 Refusal only on reasonable business grounds

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

36.16.5 Reasons for refusal to be specified

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

36.16.6 Reasonable opportunity to discuss

The Branch must not refuse the request unless the Branch has given the Eligible Employee a reasonable opportunity to discuss the request.

36.16.7 Employee Couples

Where a member of an Employee Couple is requesting an extension to a period of Long Parental Leave in relation to a Child:

- 36.16.7(a)** the request must specify any amount of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken in relation to the Child before the extension starts;
- 36.16.7(b)** if the other member of the Employee Couple has given notice of an intention to take Flexible Long Parental Leave (in accordance with subclause **36.6.5** the request must specify the number of flexible days that will not have been taken when the period of extended leave commences;

- 36.16.7(c)** the period of extension cannot exceed 12 months, less any period of Long Parental Leave (other than Flexible Long Parental Leave) that the other member of the Employee Couple has taken, or will have taken, in relation to the Child before the extension starts as well as a period equal to the other member's Notional Flexible Period (if subparagraph 36.16.7(b) above applies); and
- 36.12.7(d)** the amount of Long Parental Leave to which the other member of the Employee Couple is entitled under subclause 36.3 in relation to the Child is reduced by the period of the extension.

36.16.8 No extension beyond 24 months

An Eligible Employee is not entitled to extend the period of Long Parental Leave beyond 24 months after the date of birth or day of placement of the Child.

36.17 Parental leave and other entitlements

- 36.17.1** An Eligible Employee may use any accrued annual leave or long service leave entitlements concurrently with Long Parental Leave, save that taking that leave does not have the effect of extending the period of Long Parental Leave.
- 36.17.2** An employee who is on unpaid parental leave will continue to receive Branch superannuation contributions as though the employee was still at work.

36.18 Transfer to a safe job

- 36.18.1** Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for the Employee to continue in her present position for a stated period (the risk period) because of:

36.18.1(a) illness or risks arising out of the pregnancy, or

36.18.1(b) hazards connected with the position,

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

36.18.2 Paid no safe job leave

If:

- 36.18.2(a)** subclause 36.18.1 applies to a pregnant Eligible Employee but there is no appropriate safe job available; and
- 36.18.2(b)** the Eligible Employee is entitled to Long Parental Leave; and

36.18.2(c) the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under subclause 36.6 for taking Long Parental Leave;

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

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

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

36.18.5 If an Eligible Employee, during the six week period before the expected date of birth, is on paid no safe job leave, the Branch may request that the Eligible Employee provide a medical certificate within seven (7) days stating whether the Eligible Employee is fit for work.

36.18.6 If the Eligible Employee has either:

36.18.6(a) not complied with the request from the Branch; or

36.18.6(b) provided a medical certificate stating that she is not fit for work; then

the Eligible Employee is not entitled to no safe job leave and the Branch may require the Eligible Employee to take parental leave as soon as practicable.

36.18.7 Unpaid no safe job leave

If:

36.18.7(a) subclause 36.18.1 applies to a pregnant Employee but there is no appropriate safe job available; and

36.18.7(b) the Employee will not be entitled to Long Parental Leave as at the expected date of birth; and

36.18.7(c) the Employee has given the Branch evidence that would satisfy a reasonable person of the pregnancy if required by the Branch (which may include a requirement to provide a medical certificate),

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

36.19 Returning to work after a period of parental leave

36.19.1 An Eligible Employee must confirm to the Branch that the Eligible Employee will return to work as scheduled after a period of Long Parental Leave at least six weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.

36.19.2 An Eligible Employee will be entitled to return:

- 36.19.2(a)** unless subclause 36.19.2(b) or subclause 36.19.2(c) applies, to the position which they held immediately before proceeding on parental leave;
- 36.19.2(b)** if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 36.19.2), to the new position;
- 36.19.2(c)** if subclause 34.19.1(b) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or their Spouse, to the position held immediately before starting to work part-time.
- 36.19.3** Subclause 36.19.2 is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause 36.19.2. In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.
- 36.19.4** Where the relevant former position (per subclauses 36.19.2(b) and 36.19.2(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.
- 36.19.5** The Branch must not fail to re-engage an Eligible Employee because:
- 36.19.5(a)** the Eligible Employee or Eligible Employee's Spouse is pregnant; or
- 36.19.5(b)** the Eligible Employee is or has been immediately absent on parental leave.
- 36.19.6** The rights of the Branch in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

36.20 Stillbirth or death of child – cancelling leave or returning to work

- 36.20.1** In the event of a Stillbirth, or if a Child dies during the 24-month period starting on the child's date of birth, then an Eligible Employee who is entitled to a period of unpaid parental leave in relation to the Child may:
- (a) before the period of leave starts, give the Branch written notice cancelling the leave; or
- (b) if the period of leave has started, give the Branch written notice that the Employee wishes to return to work on a specified day (which must be at least 4 weeks after the date on which the Branch receives the notice).
- 36.20.2** Where notice under subclause 36.20.1(a) is given, the Employee's entitlement to Long Parental Leave in relation to the Child ends:
- (a) if the action is taken under subclause 36.20.1(a) immediately after the cancellation of the leave; or

- (b) if the action is taken under subclause 36.20.1(b) immediately before the specified day.
- (c) This subclause 36.20 does not limit subclause 36.15 (dealing with the Employee reducing the period of unpaid parental leave with the agreement of the Branch).

36.21 Employee who ceases to have responsibility for care of Child

36.21.1 This subclause applies to an Employee who has taken unpaid Long Parental Leave in relation to a Child if the Employee ceases to have any responsibility for the care of the Child for a reason other than because:

- (a) of a Stillbirth; or
- (b) the Child dies during the 24-month period starting on the child's date of birth.

36.21.2 The Branch may give the Employee written notice requiring the Employee to return to work on a specified day.

36.21.3 The specified day:

- (a) must be at least 4 weeks after the notice is given to the Employee; and
- (b) if the leave is birth-related leave taken by a female Employee who has given birth, must not be earlier than 6 weeks after the date of birth of the Child.

36.21.4 The Employee's entitlement to Long Parental Leave in relation to the Child ends immediately before the specified day.

36.22 Replacement Employees

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

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

36.23 Communication during parental leave – organisational change

36.23.1 Where an Eligible Employee is on parental leave and the Branch proposes a change that will have a significant effect within the meaning of clause 73 (Consultation) of this Agreement on the Eligible Employee's pre-parental leave position, the Branch will comply with the requirements of clause 73 (Consultation) which include but are not limited to providing:

- 36.17.1(a)** information in accordance with subclause 73.4; and

- 36.17.1(b)** an opportunity for discussions with the Eligible Employee and, where applicable, the Eligible Employee's representative in accordance with subclause 73.6.
- 36.23.2** The Eligible Employee will take reasonable steps to inform the Branch about any significant matter that arises whilst the Eligible Employee is taking parental leave that will affect the Eligible Employee's decision regarding the duration of parental leave to be taken, whether the Eligible Employee intends to return to work and whether the Eligible Employee intends to request to return to work on a part-time basis.
- 36.23.3** The Eligible Employee shall also notify the Branch of changes of address or other contact details which might affect the Branch's capacity to comply with subclause 36.23.
- 36.24 Keeping in touch days**
- 36.24.1** This clause does not prevent an Eligible Employee from performing work for the Branch on a keeping in touch day while the Eligible Employee is taking Long Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Long Parental Leave.
- 36.24.2** Any day or part of a day on which the Eligible Employee performs work for the Branch during the period of leave is a keeping in touch day if:
- 36.24.2(a)** the purpose of performing the work is to enable the Eligible Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave; and
 - 36.24.2(b)** both the Eligible Employee and the Branch consent to the Eligible Employee performing work for the Branch on that day; and
 - 36.24.2(c)** the day is not within:
 - (A) if the Eligible Employee suggested or requested that they perform work for the Branch on that day – 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or
 - (B) otherwise – 42 days after the date of birth, or day of placement, of the Child; and
 - 36.24.2(d)** the Eligible Employee has not already performed work for the Branch or another entity on ten days during the period of leave that were keeping in touch days subject to 36.24.4.
- 36.24.3** The Branch must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day/s.
- 36.24.4** For the purposes of subclause 32.24.2(d) the following will be treated as two separate periods of unpaid parental leave (meaning that an Eligible Employee can work up to ten keeping in touch days during each period of leave):

36.24.4(a) a period of Long Parental Leave taken during the Eligible Employee's available parental leave period under subclause 36.3; and

36.24.4(b) an extension of the period of Long Parental Leave under subclause 36.

36.24.5 Subclause 36.24.1 does not apply in relation to the Eligible Employee on and after the first day on which the Employee takes flexible unpaid parental leave in relation to the Child.

37. COMMUNITY CONTRIBUTION LEAVE

37.1.1 Employees may take one day paid leave per annum by agreement with the Branch, to assist as a volunteer to a relevant community organisation.

37.1.2 A relevant community organisation is one that the Employee can demonstrate has consistent values with those of the ANMF and/or those of the broader trade union movement

37.1.3 The taking of community contribution leave will be by mutual agreement and does not accrue from year to year, and will not be paid out on termination of employment

37.2 Blood Donors Leave

The Branch will release Employees upon request to donate blood where a collection unit is on site or by arrangement at the local level.

37.3 Leave to Engage in Emergency Management Activities

37.3.1 Meaning of eligible emergency management activity

An Employee engages in an eligible emergency management activity if, and only if:

37.3.1(a) the Employee engages in an activity that involves dealing with an emergency or natural disaster; and

37.3.1(b) the Employee engages in the activity on a voluntary basis (whether or not the Employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and

37.3.1(c) the Employee is a member of, or has a member-like association with, a recognised emergency management body; and

37.3.1(d) either:

(A) the Employee was requested by or on behalf of the body to engage in the activity; or

(B) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

37.3.2 Meaning of a recognised emergency management body

A recognised emergency management body has the same definition as under the Act and includes:

37.3.2(a) a body, or part of a body, that has a role or function under a plan that:

(A) is for coping with emergencies and/or disasters; and

(B) is prepared by the Commonwealth, a State or a Territory; or

37.3.2(b) a fire-fighting, civil defense or rescue body, or part of such a body; or

37.3.2(c) any other body, or part of a body, a substantial purpose of which involves:

(A) securing the safety of persons or animals in an emergency or natural disaster; or

(B) protecting property in an emergency or natural disaster; or

(C) otherwise responding to an emergency or natural disaster;

37.3.2(d) but does not include a body established, or continued in existence, for the purpose, or for purposes that include the purpose, of entitling Employees to be absent from their employment under the NES or this clause.

37.3.3 Notice and evidence requirements

37.3.3(a) An Employee who wants an absence from their employment to be covered by subclause 37.3.1 must give the Branch notice of the absence.

37.3.3(b) The notice must:

(A) be given to the Branch as soon as practicable (which may be a time after the absence has started); and

(B) advise the Branch of the period, or expected period, of the absence.

37.3.3(c) Evidence

An Employee who has given the Branch notice of an absence under subclause 37.3.4(a) must, if required by the Branch, give the Branch evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

37.3.3(d) Compliance

An Employee's absence from employment is not covered by subclause 37.2.1 unless the Employee complies with this subclause 37.3.4.

37.3.4 Emergency management leave

An Employee who engages in an eligible emergency management activity (as defined above) is entitled to be absent from his or her employment for a period if:

- (a) the period consists of one or more of the following:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity; and
- (b) the Employee's absence is reasonable in all the circumstances.

37.3.5 Approval of leave under subclause 37.3 is pursuant to meeting requirements and will be paid up to 2 weeks, save that approval of paid leave is subject to the operational requirements of the Branch resulting from any emergency.

37.3.6 Nothing in this clause limits the ability of an Employee to be absent from employment for engaging in eligible community service activity in accordance with Division 8 of the Act.

37.4 Special Disaster Leave

37.4.1 Special disaster leave of up to 3 days per calendar year is payable where:

- (a) the Employee is a full time or part time employee;
- (b) Personal Leave is not available either because the Employee has exhausted the accrual or the circumstance does not qualify for Personal Leave; and
- (c) the Employee is unable to attend work due to a disaster (such as fire or flood) where:
 - (A) the Employee's residence is damaged or under imminent threat of major damage;
 - (B) the lives or safety of their immediate family or household members are threatened; or
 - (C) there is a formal closure, flooding or other unusual danger of the use of a road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available.

37.4.2 Special disaster leave is non-cumulative.

37.5 Absences on Defence Leave

37.5.1 A Full Time or Part Time Employee absent on defence service will be reimbursed by the Branch an amount equal to the difference between:

- (a) the amount paid in respect of a period during which the Employee was absent on defence service; and
- (b) the amount the Employee could reasonably expect to have received from the Branch as earnings for that period had the Employee not been absent on defence service.

37.5.2 An Employee will notify the Branch as soon as possible of the date they require absence on defence service. The Employee will give the Branch proof that the absence relates to defence service, the duration of such absence and the amount received for the relevant defence service period.

37.5.3 In this clause 'absence on defence service' has the meaning contained in section 24A of the Defence Reserve Service (Protection) Act 2001 (Cth).

38. CEREMONIAL LEAVE

38.1 An Employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to ten working days' unpaid leave in any one year, with the approval of the Branch.

38.2 Where the Branch receives a request to substitute a public holiday in accordance with clause 18.5 of this Agreement for a day during NAIDOC week, the Branch will consider all the circumstances including:

- (a) any reason identified by the Employee with respect to the request; and
- (b) the operational requirements of the Branch.

The Branch will not unreasonably refuse a request to substitute a public holiday under this subclause.

39. FLEXIBLE WORKING ARRANGEMENTS

39.1 The Act entitles specified Employees to request flexible working arrangements in specified circumstances.

39.2 The specified Employees are:

39.2.1 full time or part Employees with at least 12 months continuous service; and

39.2.2 For the purposes of this clause 16, a long term casual Employee means a casual Employee (as defined) that has been employed by the Branch on a regular and systematic basis.

39.3 The specified circumstances are if the Employee:

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

- 39.3.2** is a carer within the meaning of the Carer Recognition Act 2010 caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
- 39.3.4** has a disability;
- 39.3.5** is 55 or older;
- 39.3.6** is experiencing violence from a member of the Employee's family; or
- 39.3.7** provides care or support to a member of the Employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family.
- 39.4** To ensure that Employees are aware of this entitlement, the Branch will post the information statement at Appendix 1 on the relevant section of the intranet and provide a copy to new Employees.
- 39.5** A request for a flexible work arrangement includes (but is not limited to) a request to work part-time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for the child (which may, for example, include a reduction in existing part-time hours).
- 39.6** Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.
- 39.7** The request by the Employee must be in writing, set out the change sought and reasons for the change.
- 39.8** The Branch must give the Employee a written response to the request within 21 days, stating whether the Branch grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.
- 39.9** Where the Branch refuses the request, the written response must include details of the reasons for the refusal.
- 39.10** Where a request for flexible work arrangements is made, an Employee or the Branch is entitled to meet with the other party to discuss:
- 39.10.1** the request;
- 39.10.2** an alternative to the request; or
- 39.10.3** reasons for a refusal on reasonable business grounds.
- 39.11** An Employee or the Branch may choose to be represented at a meeting under subclause 39.10 by a representative including a Union or a Branch representative.
- 39.12** The dispute resolution procedure in the Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements.

39.13 Other entitlements relevant to family violence can be found at clause 43 (Family Violence Leave).

39.14 The relevant flexibility term including for an individual flexibility arrangement is the model flexibility term prescribed by the Act.

39.15. Individual Flexible Working Arrangements

39.15.1 The Branch and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement deals with one (1) or more of the following matters:
 - 1. when work is performed;
 - 2. overtime rates;
 - 3. penalty rates;
 - 4. allowances; and/or
 - 5. leave loading; and
- (b) the arrangement meets the genuine needs of the Branch and Employee in relation to one (1) or more of the matters mentioned in subclause (a); and
- (c) the arrangement is genuinely agreed by the Branch and Employee.

39.15.2 The Employee may appoint a representative for the purposes of the procedure in this clause 39.15, including the Union. Except as provided in subclause 39.15.10, the arrangement must not require the approval or consent of a person other than the Branch and the individual Employee.

39.15.3 The Branch must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act;
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

39.15.4 Where the Employee's understanding of written English is limited, the Branch will take measures, including translation into an appropriate language, to ensure the Employee understands the proposed individual flexibility arrangement.

39.15.5 The Branch must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the Employee and the Branch;
- (c) is signed by the Employee and the Branch and, if the Employee is under 18 years of age, the Employee's parent or guardian;

(d) includes details of:

- (i) the terms of the Agreement that will be varied by the arrangement;
- (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 their employment as a result of the arrangement; and

(e) states the date the arrangement commences.

39.15.6 The Branch must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

39.15.7 The Branch 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 Branch and Employee agree in writing - at any time.

40. PERSONAL LEAVE

40.1 The entitlements of casual Employees are set out in clause 40.9 (Casual Employment – Caring Responsibility).

40.2 Amount of Paid Personal Leave

40.2.1 An Employee is entitled to the following amount of paid personal leave:

- (a) 91 hours and 12 minutes in the first year of service;
- (b) 106 hours and 24 minutes in each year in the second, third and fourth years of service;
- (c) 152 hours in the fifth and following years of service.

40.2.2 Paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work (excluding overtime) and accumulates from year to year.

40.3 Payment for leave

40.3.1 Payment will be made based on the number of ordinary hours the Employee would have worked on the day or days on which the leave was taken.

40.3.2 An Employee utilising personal leave may take leave for part of a single day. Leave will be deducted on a time for time basis from the Employee's accrued personal leave.

40.4 Access to paid personal leave

Subject to the conditions set out in this clause, an Employee may take paid personal leave if the leave is taken:

- 40.4.1** due to personal illness or injury (sick leave); or
- 40.4.2** to care for or support a member of the Employee's immediate family or household because of:
 - (a) a personal illness or injury affecting them; or
 - (b) an unexpected emergency (carer's leave).
- 40.4.3** for the care or support of an ill or injured domestic animal that the Employee is responsible for, (on production of a certificate from a Veterinarian).
- 40.4.4** In normal circumstances an Employee must not take carer's leave under this clause where another person has taken paid leave on the same occasion to care for the same person.

40.5 Sick leave

40.5.1 General

An Employee may take personal leave for the reasons described at subclause 40.4 above and 40.5.2 below. Where the absence is for less than a day, Personal Leave time will be deducted for the proportion of the day that the Employee was absent from work.

40.5.2 Personal Leave to Attend Appointments

An Employee may use up to five days personal leave, in aggregate, in any year of service on account of a disability or where the Employee is required to attend a registered health practitioner.

40.5.3 Evidence requirements

An Employee taking sick leave will give the Branch evidence that would satisfy a reasonable person the Employee is absent due to personal illness or injury, in the case of leave taken to attend an appointment (see subclause 40.5.2) evidence of attendance. Evidence that would satisfy a reasonable person that the Employee is absent due to personal illness or injury includes:

- (a) a medical certificate from a registered health practitioner acceptable to the Branch; or
- (b) a Statutory Declaration signed by the Employee with respect to absences on three occasions in any one year not exceeding three consecutive working days each.

40.5.4 Exception to evidence requirement – single day absences

An Employee may be absent for a single day without evidence of personal illness or injury as required at subclause 40.5.3 above, on not more than three occasions per year of service. However, an Employee will not be entitled to this benefit if the Employee fails to notify the Branch pursuant to Branch policy of the single day absence as set out at subclause 40.5.6 below.

40.5.5 Single Day Absences Without Certificate – Additional Leave

Where the one day absences referred to in subclause 40.5.4 are not taken for a period of five years, an additional 38 hours personal leave will be added to the Employee's accrued entitlement.

40.5.6 Notice requirements

- (a) Once an Employee becomes aware that they will be absent on Personal Leave the Employee will notify the Branch of their absence as soon as reasonably practicable to allow the Branch to take necessary steps to backfill the absence. This provision does not apply where an Employee could not comply because of circumstances beyond the Employee's control.
- (b) For planned leave, e.g., for medical procedures, notification should be provided prior to the day of absence to enable the branch to consider operational requirements. Appropriate medical evidence/certification should be provided as soon as possible afterwards. This includes time of less than a day required to attend medical or dental appointments.
- (c) The Branch will inform Employees of the procedure for notification by Employees of their inability to attend work due to illness or injury. All such notifications will be registered, detailing the time of notification and the name of the Employee.

40.5.7 Failure to provide notice of absence

Personal leave will not be withheld until all reasonable steps have been taken to investigate the Employee's lack of advice as required by subclause 40.5.6 regarding the absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given.

40.6 Carer's leave

40.6.1 Evidence requirements

The Employee must, if required by the Branch, establish by production of a statutory declaration or other evidence that would satisfy a reasonable person, that a member of the Employee's immediate family or household has either:

- (a) an illness or injury; or
- (b) an unexpected emergency;

that requires their care or support. In the case of an unexpected emergency, the Employee will identify the nature of the emergency. An 'unexpected emergency' includes providing care or support to a member experiencing family violence as described at subclause 43.2.

40.6.2 Notice requirements

The Employee must, where practicable, give the Branch notice of the intention to take leave prior to the absence as soon as practicable, that includes:

- (a) the name of the person requiring care or support and their relationship to the Employee,
- (b) the reasons for taking such leave, and
- (c) the estimated length of absence.

If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Branch of the absence by telephone or email at the first opportunity on the day of absence.

40.6.3 Unpaid leave where accruals exhausted

An Employee who has exhausted paid personal leave entitlements is entitled to take unpaid carer's leave. The Branch and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (or two full shifts where ordinary shifts exceed 8 hours) per occasion, provided the evidentiary requirements are met.

40.7 Personal leave on a public holiday

See also clause 18 (Public Holidays)

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

40.8 Termination of Employment while on Personal Leave

The Branch will not terminate the services of an Employee during the currency of any period of personal leave, with the object of avoiding obligations under this clause.

40.9 Casual Employment – Caring Responsibilities

40.9.1 Subject to the evidentiary and notice requirements that apply to Carer's Leave under clause 40.6.1 and 40.6.2, a casual Employee is entitled to be unavailable to attend work, or to leave work, if they need to provide care or support to a member of the Employee's immediate family or household because of:

- (a) a personal illness, or personal injury, affecting them; or
- (b) an unexpected emergency affecting them; or

(c) the birth of a child.

- 40.9.2** The Branch and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion, which may be taken as a single continuous period of up to two days or any separate periods to which the Branch and Employee agree.
- 40.9.3** The casual Employee is not entitled to any payment for the period of non-attendance.
- 40.9.4** The Branch must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Branch to engage or not to engage a casual Employee are otherwise not affected.

41. MENSTRUAL, MENOPAUSE, IVF TREATMENT AND GENDER TRANSITION LEAVE

- 41.1** An Employee experiencing an inability to perform work duties because of menstruation or menopause (and their associated symptoms) or to seek IVF or gender transition treatment may access additional leave provided for in this subclause.
- 41.2** An Employee is entitled to 6 paid Menstrual, Menopause, IVF Treatment and Gender transition leave days per 12 month anniversary period, non-cumulative and pro rata for part time employees.
- 41.3** The entitlement to this leave is separate and in addition to the employees Personal Leave accruals provided for in subclause 40.2, and subject to provision of appropriate medical evidence of the condition and in line with Personal leave evidence requirements in accordance with 40.5.3.

42. PERSONAL LEAVE POOL.

- 42.1** The Branch has a Personal Leave Pool whereby Eligible Employees have access, in defined situations, to additional paid personal leave hours that has been voluntarily donated to the pool by other branch employees.
- 42.2** An Eligible Employee is:
- 42.2.1** an Employee who has exhausted their individual paid Personal Leave accrual; and
 - 42.2.2** is unable to attend for work due to either a serious medical condition including gender transition or IVF treatment or extraordinary or catastrophic circumstances affecting either the Employee or their immediate family; and
 - 42.2.3** provides evidence that would satisfy a reasonable person that the Employee will be absent; and
 - 42.2.4** is not receiving other paid entitlements (including Workers Compensation) concurrently

42.3 Criteria

The Branch Personal Leave Pool will only be accessed by an *Eligible Employee* as defined above. It is not intended for Employees to access in relation to ordinary illness

42.4 Overview of Contributions to the Branch Personal Leave Pool

- 42.4.1** Employee contributions are strictly voluntary and irrevocable
- 42.4.2** Names of Employees who either access or donate to the pool will remain confidential
- 42.4.3** The donation of personal leave is on a day by day basis, without regard to the dollar value of the donated or used leave
- 42.4.4** All contributions will be deducted from the Employee's accrued Personal Leave (in hours) and recorded in writing – a copy to the Employee and another signed copy placed in the Staff Personnel file(s)
- 42.4.5** Donations must not result in an Employee's paid personal leave hours reducing to less than 144 hours for full-time Employees (pro-rata for part-time Employees). Employees may not donate more than 30% of their accrued personal leave at any one time.
- 42.4.6** The Branch will promote the mechanisms to donate to the Personal Leave Pool and the donated hours will be reported in October each year. Employees may contribute at any time.

42.5 Application Process

- 42.5.1** All Employees will ensure the above provisions are met before making application to access additional paid hours that may be available in the Branch Personal Leave Pool.
- 42.5.2** To ensure privacy for Employees, all applications to access paid hours from the Branch Personal Leave Pool are forwarded to the Branch Secretary/Assistant Secretary and will not be subject to any additional approvals from other Employees.
- 42.5.3** Use of credits from the Pool requires approval of the Branch Secretary/Assistant Secretary.
- 42.5.4** The leave will be reflected on calendars as personal leave

43. COMPASSIONATE LEAVE

- 43.1** An Employee is entitled to take compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household (as defined below) or a significant other:

(a) contracts or develops a personal illness that poses a serious threat to their life; or

- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies; or
- (d) a Stillborn Child is born, where the Stillborn Child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the Stillborn Child had been born alive.

The terms **immediate family** or **household member** is defined at sub-clause 8.8

43.2 Taking compassionate leave

43.2.1 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
- (b) after the death of the member of the employee's immediate family or household.

43.2.2 An employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 2 day period; or
- (b) 2 separate periods of 1 day each; or
- (c) any separate periods to which the employee and the Branch agree.

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

43.2.4 Provided that the amount of compassionate leave taken on each such occasion shall not exceed the number of hours worked by the Employee in two ordinary days' work.

43.3 Additional compassionate leave shall be available by written request with supporting evidence and granted at the discretion of the Secretary for reasons other than, and as well as, death or serious illness.

43.4 If additional compassionate leave is denied, the employee may appeal in writing within 7 days to the Vic Branch Executive Committee.

44. FAMILY VIOLENCE

44.1 General Principle

The Branch recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Branch is committed to providing support to Employees that experience family violence.

44.2 Definition of Family Violence

The Branch accepts the definition of Family violence as stipulated in the Family Violence Protection Act 2008 (Vic). And the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

44.3 General Measures

- 44.3.1** Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a doctor, district nurse, maternal and child health care nurse a Family Violence Support Service or Lawyer.
- 44.3.2** All personal information concerning family violence will be kept confidential in line with Branch Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- 44.3.3** No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- 44.3.4** The Branch will identify a contact in Human Resources who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management. The Branch will advertise the name of the contact within the Branch.
- 44.3.5** An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- 44.3.6** Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 4 and 5.
- 44.3.7** The Branch will develop guidelines to supplement this clause, and which details the appropriate action to be taken in the event that an employee reports family violence.

44.4 Leave

44.4.1 An employee experiencing family violence will have access to 20 days per 12-month anniversary year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

44.4.2 An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

44.5 Individual Support

44.5.1 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all Employees, the Branch will approve any reasonable request from an employee experiencing family violence for:

- (a) changes to their span of hours or pattern of hours and/or shift patterns;
- (b) job redesign or changes to duties;
- (c) relocation to suitable employment within the Branch;
- (d) a change to their telephone number or email address to avoid harassing contact;
- (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

44.5.2 An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

44.5.3 An employee that discloses to HR or their supervisor that they are experience family violence will be given a resource pack of information regarding support services.

45. JURY SERVICE

An employee shall be entitled to leave to give evidence in court or to undertake jury service. The Branch shall pay the difference between the amount paid by the court and the employee's normal salary. This leave shall be regarded as service for all purposes under this agreement.

46. STUDY LEAVE

This clause does not apply to casual Employees.

See subclause 8.13 (Relevant qualification/relevant component of qualification etc.) for considerations relating to relevance.

46.1 Quantum of paid study leave

All Employees shall be entitled to apply for a maximum of 0.5 days per semester week, or up to 14 days per year of paid study leave in each academic year.

46.2 When paid study leave is available

- 46.2.1** Paid study leave will be available to all Employees where a component of the course is relevant to the work of the Employee.
- 46.2.2** Paid study leave may be taken as mutually agreed by, for example, four hours per week, eight hours per fortnight or blocks of 38 hours at a residential school.
- 46.2.3** A part-time Employee will be entitled to paid study leave on a pro-rata basis.
- 46.2.4** Leave pursuant to this clause does not accumulate from year to year.

46.3 Application

An Employee wishing to take study leave must:

- 46.3.1** apply in writing to the Branch as early as possible prior to the proposed leave date; and
- 46.3.2** include with the application:
- (a) details of the course and institution in which the Employee is enrolled or proposes to enrol;
 - (b) details of the relevance of the course to the Employee's employment; and
 - (c) agreement from their Manager with the proposed study leave dates.

46.4 Response to application

- 46.4.1** All applications for study leave must be approved by the Secretary (or the Secretary's nominee). It is recognised that approval for study leave shall be granted at the discretion of the Secretary (or the Secretary's nominee) having given due consideration to the following:
- (a) the prevailing organisational requirements;
 - (b) relevance of the course to the applicant's employment;
 - (c) potential benefits to the organisation resulting from the course of study;
 - (d) the maximum period within which the education facility requires
 - (e) the course to be completed, and
 - (f) previous study leave taken by the applicant.
- 46.4.2** The Secretary's approval shall not be unreasonably withheld.
- 46.4.3** The Branch must, within seven days of the application being made, notify the Employee in writing whether the application for study leave has been approved.

46.5 Changes during study leave

- 46.5.1** It is agreed that approval for the course of study applies for the duration of the course, but that the requested hours of paid study leave shall be reviewed at the

commencement of each academic year and approval shall be subject to the aforementioned considerations. Consequently, the amount of leave granted may vary from year to year.

46.5.2 In the event of the employee changing or upgrading to another course of study, this shall be deemed a new application and assessed as such.

46.5.3 In the event an employee is needing to change approved study leave dates, the employee will seek approval from their Manager and notify HR. Any changes to the established study leave dates that are outside the control of the employee will not be rejected.

46.6 Cover

The Branch will ensure best endeavours to provide cover for study leave.

47. EXAMINATION LEAVE

This clause does not apply to casual Employees.

47.1 Where examination leave is available

Examination leave is for undertaking and/or preparing for examinations in a course of study. Examinations include major assessment tasks, take home exams and other methods of student assessment.

47.2 Examination leave

Employees who meet the criteria in this clause are entitled to five days paid examination leave per year. Leave entitlements pursuant to this clause will not accumulate from year to year.

47.3 Eligible course of study

47.3.1 To be eligible for examination leave, the course of study must be relevant to employment at the Branch; and

47.3.2 Such a course of study would normally be undertaken in a Tertiary Institution.

47.4 Time of taking leave

Examination leave will be taken at a time that is agreed between the Branch and the Employee. The Branch will not unreasonably withhold approval for such leave.

47.5 Payment

A day for the purposes of examination leave is the Employee's normal working day.

48. PROFESSIONAL DEVELOPMENT LEAVE

This clause does not apply to casual Employees.

48.1 Professional development leave is to enable an employee to attend conferences or seminars of their choosing and may also be utilized for activities including research or home study, subject to the event being relevant to their role with the Branch or NMBA requirements.

48.1.1 Employees may also be requested or required to attend events as a representative of the Branch, in which case the provisions of this clause do not apply.

48.2 Amount of professional development leave

48.2.1 All Employees are entitled to five days paid professional development leave.

48.2.2 An Employee who is a Nurse Practitioner will be entitled to a further 10 hours of paid professional development leave per annum.

48.2.3 The entitlement for Part-time Employees will be on a pro rata basis.

48.2.4 Professional development leave does not accumulate from year to year.

48.3 Payment

A day for the purposes of professional development leave is the Employee's normal shift length.

48.4 Application

Professional development leave is available only on application by the Employee. An Employee must apply in writing to the Branch at least six weeks prior to the proposed professional development leave date. If the professional development leave is to undertake home study, the Employee's application will detail the relevance of the study to the Employee's employment.

48.5 Response to application

48.5.1 An application for professional development leave will be approved by the Branch unless there are exceptional circumstances that justify non-approval.

48.5.2 The Branch must notify the Employee in writing whether the leave request is approved within seven days.

48.5.3 If the leave is not approved, the reasons will be included in the notification to the applicant.

48.5.4 The use of professional development leave is at the sole discretion of the Employee, and except for the conditions in this clause, no other conditions attach to the granting of professional development leave.

48.6 Leave not granted

Where a valid application is made for professional development leave (in whole or part), but no leave is granted during the calendar year, one day's leave will be added to the Employee's accrued annual leave or taken in another manner as mutually agreed between the Branch and the Employee.

48.7 Where leave occurs on a rostered day off or outside of business hours

Professional development leave need not take place on a day that the Employee would otherwise work or within the hours an Employee works. In those circumstances the Branch will do one of the following:

- (a) allocation of a day's professional development leave paid at the ordinary rate of pay; or
- (b) time off in lieu on a mutually agreed day, to be granted within 28 days; or
- (c) where time off in lieu is not agreed or does not occur within 28 days, an additional day's ordinary pay; or
- (d) an additional day's annual leave which will not attract leave loading.

49. COURSE FEES

49.1 Definitions

"Eligible employee" is a permanent Employee with at least 12 months service with the Branch

"Eligible course or part thereof" means relevant to current work activities and/or to advancement through the career structure, and consideration of prevailing organizational requirements and the benefits to ANMF

49.2 Process

49.2.1 On application by an Eligible Employee, the Branch will consider course fee assistance for an eligible course or part thereof. The Branch aim is to approve course fee assistance for the level of study which is most relevant to the employee's position (e.g., Diploma /Graduate Certificate/ Graduate Diploma/ Masters)

49.2.2 If fee assistance is approved by Branch Council, the employee will be required to enter into an agreement to commit to repaying the fee assistance to the Branch in the following circumstances:

- (a) unsuccessful completion of the subject/unit for which a payment has been made, and/or

- (b) resignation of employment from the Branch within 12 months of completing the subjects/units for which a payment has been made
- (c) Where a unit of study is not successfully completed, approval of study fee assistance will be immediately suspended pending review

Approval for the course of study applies for the duration of the course

49.3 The Employee will pay tuition fees upfront. The Employee will then provide a copy of any receipts to the Branch for reimbursement for the approved fee assistance.

49.4 “fee assistance” will be limited to:

49.4.1 A maximum of \$20,000 per course. This will be reviewed each year to take into account movements in tuition fees

49.4.2 the most economic practicable, taking advantage of discounted rates or other fee assistance programs if and where applicable

49.4.3 reimburse of tuition fees only.

49.4.4 Will not include additional costs incurred as a result of amendments to enrollments that are late or made after the relevant census date

50. PROFESSIONAL/ROLE DEVELOPMENT SUPERVISION

50.1 The Branch will:

50.1.1 provide the tools, resources and time required for Employees to participate in professional/role development supervision

50.1.2 Support staff to take into account the workload implications when planning the contributions of individuals as supervisors

50.1.3 Make available on the Intranet the names of staff who have completed the training in Professional/Role Development Supervision

51. CAREER BREAK SCHEME

51.1 The Scheme allows Employees to defer twenty per cent of their salary for four years and be paid this deferred salary in the fifth year. Employees approved to participate in the Scheme may take a break of one year away from their position – the Deferred Salary Leave Year. This one year absence may be for professional and personal development, such as participation in other industry experience; post graduate study; working in overseas health systems; or for other activities, including those of a non-professional nature unrelated to the practice of nursing and midwifery.

The Scheme is subject to applicable taxation law and requirements, and such law and requirements prevail to the extent of any inconsistency with the Scheme as described in this clause.

51.2 Definitions

The Deferred Salary Leave Year means the fifth year of the Scheme where the employee is absent from work and receives the deferred salary from the previous four years through participation in the Scheme. This year cannot be compressed into a period of less than twelve months.

51.3 Accountabilities

51.3.1 Employees must apply for participation in the Scheme and have a responsibility to provide the necessary information and documents to enable their application for participation in the Scheme to be considered in an informed manner, and to provide this material promptly in furtherance of any application they may make.

51.3.2 The Branch:

- (a) has a responsibility to ensure Employees are aware of the Scheme's provisions;
- (b) shall consider Employees' application for participation in the Scheme promptly and by correctly applying the provisions set down in this clause;
- (c) is responsible for the accurate and timely assessment of applications for participation in the Scheme; and
- (d) is to ensure that Employees' records for participation in the Scheme are accurate and complete.

51.4 Operation of the Scheme

51.4.1 Employees who apply for and are approved to participate in the Scheme receive 100% of their normal salary for the first four years, with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into an account administered by the Branch in the employee's name each pay period for payment in the fifth year, being the Deferred Salary Leave Year.

51.4.2 The Branch will establish a separate account for each approved employee who participates in the Scheme for the duration of the employee's involvement in that Scheme. Interest accruing in the account for the period of its operation will be made available for the exclusive benefit of the approved employee during the Deferred Salary Leave Year, or upon the employee withdrawing from the Scheme.

51.4.3 Participants will be paid the accrued salary plus interest in the Deferred Salary Leave Year in either a lump sum, or by fortnightly payment. The employee shall make a written election prior to the commencement of the Deferred Salary Leave Year to be paid by lump sum, or fortnightly payment.

51.4.4 If the employee elects to receive a lump sum, this sum is the combination of the salary deductions made during years one to four of the Scheme, together with interest accruing in the account.

51.4.5 If the employee elects to be paid fortnightly, payment shall be calculated in the following manner:

51.4.5(a) For those years when twenty six fortnights are payable:

Fortnight one: employee is paid one twenty-sixth of the total amount available in the account at the date the calculation is made for payment.

Fortnight two: employee is paid one twenty-fifth of the total amount available in the account at the date the calculation is made for payment.

Fortnight three: employee is paid one twenty-fourth of the total amount available in the account at the date the calculation is made for payment; and

So on in corresponding manner for the remaining fortnights of the deferred salary leave year. In the last fortnight, the employee will be paid the remaining amount in the account, and that account closed.

51.4.5(b) For those years when twenty seven fortnights are payable:

Fortnight one: employee is paid one twenty-seventh of the total amount available in the account at the date the calculation is made for payment.

Fortnight two: employee is paid one twenty-sixth of the total amount available in the account at the date the calculation is made for payment.

Fortnight three: employee is paid one twenty-fifth of the total amount available in the account at the date the calculation is made for payment; and

So on in corresponding manner for the remaining fortnights of the deferred salary leave year. In the last fortnight, the employee will be paid the remaining amount in the account, and that account closed.

51.5 Application and Selection

51.5.1 Applications from Employees for participation in the Scheme can occur anytime during that year.

51.5.2 Employees who have been approved to participate in the Scheme will commence their participation in the scheme from a prospective date by agreement between the employee and the Branch. The Branch shall not unreasonably refuse agreement to the determination of such date. The deferral of 20% of the participant's salary and payment of the remaining 80% of the participant's salary will commence from the beginning of the first full pay period falling on or after the agreed date of participation in the Scheme.

51.5.3 Where an employee approved to participate in the Scheme is placed into another position by way of temporary engagement or secondment (for example, taking up a temporary project position) during the four years when salary is being deferred preceding the Deferred Salary Leave Year, occupancy of such position(s) will not of itself affect, prevent or cease their continued participation in the Scheme.

51.5.4 Where an employee is unable to join the Scheme during the nominated period, they may seek special consideration to enable them to ordinarily join the Scheme outside the nominated period. However, if there are compelling reasons or unforeseen circumstances outside of the nominated period, the Branch may give consideration to such affected employee participating in the Scheme without waiting until the next nominated period.

51.6 Leave

51.6.1 Leave during the Deferred Salary Leave Year

51.6.1(a) Participants shall not apply for or be granted Annual Leave, Long Service Leave or Sick Leave during the Deferred Salary Leave Year.

51.6.1(b) Participants may apply for and be granted Maternity, Adoption and Parental Leave during the Deferred Salary Leave Year.

51.6.1(c) In respect to Maternity or Adoption Leave, if the Deferred Salary Leave Year has not commenced, the participating employee may elect to postpone the commencement of the Deferred Salary Leave Year.

51.6.2 Leave Before or After the Deferred Salary Leave Year

Participants entitled to Annual Leave or Long Service Leave are able to take such leave immediately preceding or following the Deferred Salary Leave Year, subject to customary approval processes and requirements.

51.6.3 Leave during the Working Years preceding the Deferred Salary Leave Year

The 20% deduction from net salary (gross less tax) will continue during periods of paid leave during the first four years of the employee's participation in the Scheme.

51.7 Superannuation

The Branch will cease making employer contributions during the Deferred Salary Leave Year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the Deferred Salary Leave Year no employer contributions to superannuation are payable for members of these funds.

51.8 Payment of the Participant's Personal Superannuation Contributions

51.8.1 The amount of such required employee contributions is determined by the superannuation scheme/fund to which the participating employee is a member.

- 51.8.2** During each of the first four years of the Scheme, participants will pay their personal superannuation contributions from the 80% of salary that remains after they have had their deduction of 20% of salary put aside for payment in the deferred salary leave year.
- 51.8.3** Personal contributions during the Deferred Salary Leave Year are payable at the rate applicable to the participant's full salary.
- 51.8.4** Participants' personal contributions will be payable at the rate applicable to their full salary for each of the first four years.
- 51.8.5** In the fifth year, that is the Deferred Salary Leave Year, participants will pay their personal superannuation contributions from the deferred salary that has been put aside during the preceding four years for payment in the Deferred Salary Leave Year.
- 51.8.6** Participants should seek independent financial advice for the effect on superannuation, and their superannuation obligations through their participation in the Scheme. Participants should also check with the administrator of the superannuation fund(s) to which they belong as to the impact of their participation in the Scheme on insurance cover, etc that may be part of their superannuation scheme.

51.9 Workers Compensation Coverage

During the Deferred Salary Leave Year participants are not covered by the Branch's workers' compensation provisions.

51.10 Salary Packaging.

- 51.10.1** Participants in the Scheme who salary package can continue to access salary packaging for the first four years while deferring 20% of their salary.
- 51.10.2** As the net salary is reduced by the value of the salary packaged benefits, Scheme deductions for participants who are also salary packaging will be less than for participants who are not salary packaging.
- 51.10.3** The account established for each approved employee who participates in the Scheme will allow monitoring by an individual, as well as allowing for interest and government statutory charges to be attributed to individual balances.
- 51.10.4** A statement of earnings detailing interest credited and any charges debited to the participant's account will be issued to each participant by the Branch on a regular basis. It is the responsibility of each participant to declare those adjustments in their annual taxation return to the Australian Taxation Office.
- 51.10.5** Unless a participant withdraws from the Scheme, there will be no access to the deferred salary until the Deferred Salary Leave Year is taken.
- 51.10.6** Salary packaging will not be available for the Deferred Salary Leave Year, as the participant is not in receipt of a salary. It is a participant's responsibility to withdraw

from the salary packaging arrangement prior to the commencement of the Deferred Salary Leave Year and in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual

51.11 Deductions during the Deferred Salary Leave Year

During the Deferred Salary Leave Year miscellaneous deductions will not be made by the Department, as the participant draws down the funds in the account. The employee is responsible for making their own arrangements for payment of such deductions during the Deferred Salary Leave Year.

51.12 Work undertaken during the Deferred Salary Leave Year

51.12.1 Subject to approval by the Branch, an employee may undertake outside employment in the Deferred Salary Leave Year.

51.12.2 Participants who undertake outside employment in the Deferred Salary Leave Year will be subject to the salary, employment conditions, workers' compensation provisions and eligibility for superannuation fund membership benefits applying to that employment and employer.

51.13 Right to Return

The participant will resume employment in their substantive position at the conclusion of their participation in the Scheme, being the anniversary date of commencing the Deferred Salary Leave Year.

51.14 Making changes to the Deferred Salary Leave Year

51.14.1 The deferred salary leave year

The Deferred Salary Leave Year must be a whole year and would ordinarily commence on the fifth anniversary of participation in the Scheme.

An example of circumstances warranting a delay in commencing the Deferred Salary Leave Year would be when a participant enrolls in a university where the course to be undertaken commences part or a significant way into the Deferred Salary Leave Year as originally scheduled. Any proposed variation/ delay to commencement of the Deferred Salary Leave Year should be subject to discussion between the participant and the Department, with a view to reaching agreement on the actual commencement date of the Deferred Salary Leave Year in a timely manner.

51.14.2 Suspension, Deferral or Withdrawal From participation

Participants may temporarily suspend or defer participation in the Scheme and resume at a later agreed date. Such agreement for resumption must be reached between the participant and the Branch.

Where a participant wishes to withdraw from the Scheme, the withdrawal date will be entered on the pay system and the monies in the account paid to the employee.

51.14.3 Postponing the Deferred Salary Leave Year

Participants may apply to postpone taking the Deferred Salary Leave Year prior to the commencement of the Leave Year. Participants should make this application at least four weeks prior to the commencement of the Leave Year. Where this decision is known earlier than four weeks prior to the commencement of the Leave Year, this should be conveyed to the Branch in a timely manner.

The Branch will reserve the right to approve or not approve the request in terms of organisational requirements and the individual participant's circumstances.

A decision on the request to postpone the Deferred Salary Leave Year will be made in consultation with the participant. If a participant cannot proceed to take the Deferred Salary Leave Year, the deferred salary will not be released until such time as the participant commences the leave.

Where a participant postpones their Deferred Salary Leave Year, payment during the fifth year, which would have been the year normally taken as leave, will be at the participant's normal (100%) salary. No deductions equivalent to the 20% of net salary will be set aside.

In exceptional circumstances the Branch may need to postpone the participant's Deferred Salary Leave Year. In the small number of cases where postponement may be necessary, the decision will be made in consultation with the participant. Where a participant's Deferred Salary Leave Year is postponed a new Deferred Salary Leave Year will be negotiated with the participant.

An Employee must, before proceeding on Deferred Salary Leave, return to the Branch all Branch equipment including the Branch vehicle, computer equipment and mobile phone.

52. LONG SERVICE LEAVE

52.1 Entitlement

52.1.1 An Employee shall be entitled to long service leave with pay, in respect of continuous service with the Branch, in accordance with the provisions of this clause.

52.1.2 Subject to paragraph 52.1.2(c) the amount of such entitlement shall be:

52.1.2(a) On the completion by the Employee of fifteen years continuous service:

52.1.2(a)(i) six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years' service.

52.1.2(a)(ii) In addition, in the case of an Employee who has completed more than fifteen years' service and whose employment terminates otherwise than by the death of the Employee, an amount of long service leave equal to one thirtieth of the period of their service since the last accrual of entitlement to long service leave under paragraph 52.1.2(a)(i).

52.1.2(b) Where an Employee has completed five years of continuous service with the Branch they shall be entitled to pro rata long service leave

52.1.2(c) In the case of an Employee who has completed at least five years' service, but less than fifteen years' service and whose employment terminates for any cause, 8.5 weeks of long service leave, plus 1.7 weeks for each year of service beyond 5 years, less any long service taken.

52.2 Double leave at half pay

52.2.1 The Branch Secretary may approve an application by an Employee to take double the period of long service leave at half pay

52.2.2 Approval of the extended leave provided for in 52.2.1 shall be subject to the following:

- (a) Activities of the Branch
- (b) Replacement availability
- (c) Cost implications to the Branch
- (d) Transferability of equipment, in particular mobile phone and lap top computer
- (e) Payment of fuel
- (f) Paid entitlements during period of leave.

52.3 Service entitling to leave

52.3.1 Service for the purpose of long service leave shall only be service as an employee of the Branch.

52.3.2 Notwithstanding 52.3.1, service relating to periods of employment with either the Federal Office or branches of the federation where there is no state registered union (ACT, Tasmania and NT) is recognised subject to mutual arrangements from the Federal Office or branch. Service will not be recognised for new employees who have worked at state registered unions that are also ANMF branches.

52.3.3 Where a transmission of business occurs, an Employee who worked with the transmitter and who continues in the service of the transferee shall be entitled to count their service with the transmitter as service with the transferee for the purposes of this clause.

52.3.4 Periods that count towards Continuous Service

- (a) Service or prior service during the following periods will be deemed to be continuous and will count as Continuous Service for the purpose of subclause 52.7 definitions:

- (b) an absence from work on any form of paid leave (e.g., annual leave, personal leave, long service leave and paid parental leave);
- (c) any interruption or ending of employment by the Branch if made with the intention of avoiding obligations in respect of long service leave or annual leave;
- (d) any absence on account of illness or injury arising out of or in the course of the employment for a period during which an Award-entitled Employee is receiving accident pay under clause 27 (Accident Make-Up Pay);
- (e) any absence from employment on defence service in accordance with section 8 of the Defence Reserve Service (Protection) Act 2001 (Cth);
- (f) a period of absence on community service leave under the Act;
- (g) in the case of unpaid absences not otherwise referenced in this subclause:
 - (i) any unpaid leave that is authorised in advance in writing by the Branch to count as service; or
 - (ii) up to (and including) 30 October 2018, any unpaid absence from work of not more than fourteen days in any year on account of illness or injury; or
 - (iii) up to (and including) 30 October 2018, the paid parental leave component to a maximum of the number of paid leave applicable at the time the parental leave was taken; or
 - (iv) on and from 1 November 2018:
 - 1) any period of unpaid leave taken on account of illness or injury;
 - 2) a period of Parental Leave, including Parental Leave that is extended under clause 36.11; and
 - 3) the first 52 weeks of any other type of unpaid leave not specifically referenced in this subclause 52.3.4(d);

52.3.5 Periods that do not break Continuous Service, but do not count towards Continuous Service

Unless otherwise agreed in writing in advance between the Branch and Employee, the following periods do not break Continuous Service but do not count towards Continuous Service for the purpose of calculating the employee's long service leave entitlement unless it is so authorised in writing by the Branch:

- (a) the dismissal of an Employee if the Employee is re-Employed within a period not exceeding two months from the date of such dismissal;
- (b) any absence from work of a female employee for a period not exceeding twelve months in respect of any pregnancy not covered by 52.3.4.

- (c) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study where the written approval of the Branch is given;
- (d) any other absence of an Employee by leave of the Branch, or on account of injury arising out of or in the course of their employment not covered by paragraph 52.3.3(d).

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

52.4 Payment in lieu of long service leave on the death of an Employee

Where an Employee who has completed at least ten years' service dies while still in the employ of the Branch, the Branch shall pay to such Employee's personal representative a sum equal to the pay of such Employee for 1/30th of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee.

52.5 Payment for period of leave

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

- (a) in full in advance when the Employee commences leave; or
- (b) at the same time as payment would have been made if the Employee had remained on duty; or
- (c) in any other way agreed between the Branch and the Employee.

52.5.2 Where the employment of an Employee for any reason terminates before she/he takes any long service leave to which she/he is entitled or where any long service leave accrues to an Employee pursuant to clause 52.1.2(c) the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

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

52.6 Taking of leave

52.6.1 Long service leave may be taken by mutual agreement in periods of one week or more.

52.6.2 Any other variation, in exceptional circumstances, subject to approval by the Branch Secretary

52.6.3 The Branch may by agreement with an Employee grant long service leave to the Employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the Employee has completed five years' service.

- 52.6.4** Where an employee becomes sick whilst on long service leave for a continuous period of not less than five days on which she/he would otherwise have worked, and immediately forwards to the Branch a certificate of registered health practitioner, then the number of days not less than five specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit and shall be re-credited to their long service leave entitlement.

52.7 Definitions

For the purpose of this clause the following definitions apply:

- 52.7.1** **Continuous Service** means continuous service with the Branch plus any prior continuous service of six months or more with either the Federal Office or branches of the federation where there is no state registered union (ACT, Tasmania and NT) subject to mutual arrangements from the Federal Office/branch.
- 52.7.2** **Continuous Casual Employment** means, for the purpose of clause 52.3.4, a period or periods of casual employment with the Branch that are taken to be continuous, because one of the following applies:
- (a) the period starting at the end of a particular instance of employment and ending at the start of another particular instance of employment did not exceed either the allowable period of absence, or 12 weeks (whichever is greater);
 - (b) the Employee had been employed by the Branch on a regular and systematic basis and the Employee had a reasonable expectation of being re-engaged by the Branch;
 - (c) the gap between engagements was due to the terms of engagement of the casual Employee;
 - (d) the gap between engagements was caused by seasonal factors; or
 - (e) the Employee and the Branch agreed, before the start of an absence, to treat the employment as continuous despite the absence.
- 52.7.3** **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay, at the time the leave is taken or (if she/he dies before the completion of leave so taken) as at the time of their death and shall include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave.
- 52.7.4** **Month** shall mean a calendar month.
- 52.7.5** **transmission of business** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 52.7.6** **transmittee**, in a transmission of business, means the entity to which the business is transmitted.

52.7.7 *transmittor*, in a transmission of business, is the entity from which the business is transmitted.

52A Long service leave for Casual Employees

52A.1 Application

A Casual Employee shall be entitled to long service leave with ordinary pay in accordance with 52A.

52A.2 Interpretation

For the purposes of 52A:

52A.3 Entitlement

At any time after completing 7 years of continuous employment with the Branch, a casual employee is entitled to an amount of long service leave on ordinary pay equal to 1/60th of the employee's total period of continuous employment less any period of long service leave taken during that period.

52A.4 Taking of leave

(a) When leave is to be taken

In accordance with section 18(2) of the LSL Act, The Branch must grant an Employee's request to take long service leave as soon as practicable after receiving the request unless the Branch has reasonable business grounds for refusing the request.

(b) How leave is to be taken

In accordance with section 18(1) of the LSL Act, an Employee may request to take long service leave for a period of not less than 1 day.

(c) Long service leave in advance

(i) Subject otherwise to 52A and in accordance with section 8(1) of the LSL Act, The Branch may agree to a casual employee taking long service leave prior to them completing 7 years of continuous employment and at any time before they become entitled to long service leave.

(ii) If an Employee takes long service leave in advance and the Employee's employment ends before the entitlement to the leave would otherwise have accrued:

A. the amount paid for the proportion of leave which the Employee will not become entitled becomes an amount owed by the Employee to the Branch;

- B. the Branch may deduct this amount from any payment owed to the Employee as a result of the ending of employment; and
- C. the relevant period of service will not count as a period in respect of which long service leave has already been taken (or paid in lieu) for the purpose of clause **Error! Reference source not found.** above (Periods that count towards Continuous Service).

(d) **Flexible taking of leave: double leave at half pay**

- (i) An employee may request an Employee to take double the period of long service leave at half pay.
- (ii) The Branch must grant such a request unless:
 - (A) granting the request would result in an additional cost to the Branch; or
 - (B) the Branch otherwise has reasonable business grounds for refusing the request.
- (iii) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 1.1(d). The Branch will not be held responsible in any way for the cost or outcome of any such advice.
- (iv) The Branch, if requested by the Employee, will provide information as to the amount of tax the Branch intends to deduct where payment of long service leave is sought under this subclause.

52A.5 Payment on termination of employment

(e) **Basic entitlement at termination of employment**

An Employee with seven or more years of continuous employment is entitled to payment in lieu of untaken long service leave upon termination of employment, calculated at 1/60th of the period of continuous employment.

(f) **Payment in lieu of long service leave on the death of an Employee**

Where an Employee covered by this part has completed at least seven years' continuous employment and dies while still in the employ of the Branch, payment in lieu of long service leave will be made to the Employee's personal representative equal to that in clause 52A.5(a) above.

52A.6 Public holidays & Annual leave

Long service leave does not include any public holiday occurring, or annual leave taken, during the period when the long service leave is taken.

52A.7 No entitlement arising for periods of leave already taken

For the removal of doubt, no entitlement to long service leave (or payment in lieu) arises in respect of continuous employment for which long service leave has already been taken or payment in lieu of leave has been received.

52A.8 Mixed Service

Where an Employee has continuous employment as a casual Employee and becomes a non-casual Employee, the preceding continuous employment will be recognised at the 1/60 accrual rate provided the employment is otherwise continuous and subject to 52A.7.

52A.8 Other terms and conditions necessary for 52A

Any other term or condition necessary for the operation of 52A shall be in accordance with the applicable term or condition in the LSL Act.

53. SPECIAL LEAVE IN PERIODS OF A PANDEMIC

The Branch will provide paid special leave for the purposes of self-isolation and to support children learning from home due to school closures (in full or in part). Leave will be provided in accordance with Department of Health Guidance applicable to public sector members.

PART D – VEHICLES

54. ENTITLEMENT TO VEHICLE

54.1 Entitlement to Vehicle

The Branch shall provide vehicles to Employees where necessary for the proper conduct of Branch business. The Secretary shall determine which Employees are to be provided with vehicles. The motor vehicle, once provided, shall form, for all intents and purposes, part of the employee's conditions of employment in that position.

54.2 Motor Vehicle Specifications - The Branch shall provide a motor vehicle (car) which amongst other things shall consist of the following:

- (a) 4 cylinders
- (b) 4 doors
- (c) Air conditioning
- (d) Radio/CD
- (e) Headlight protectors
- (f) Power steering
- (g) Mudflaps
- (h) Seating capacity for no less than 5 persons
- (i) 5 suitable steel radial tyres, including full size spare wheel
- (j) Automatic
- (k) ABS
- (l) Cruise control
- (m) GPS/satellite navigation systems/apple play or similar
- (n) tinted windows and
- (o) car mats

54.2.1 A Branch policy is to be developed contemporising the vehicle specifications list given what is a standard inclusion in vehicles.

54.3 Vehicle Type

54.3.1 Within the appropriate category, the car shall be of a make and model agreed to by the Branch and the Employees, however, in the absence of agreement, shall be selected by the Branch.

54.3.2 The Branch will purchase motor vehicle brands that provide for maximising Australian jobs on an equitable and safe basis. The Branch will only purchase motor vehicles that meet the 5-star Australasian New Car Assessment Program (ANCAP) safety rating and that comply with our 535 Elizabeth Street Building green star obligations.

54.3.3 The following vehicles will be available to staff eligible for a Branch vehicle from 2021 and on completion of the changeover vehicle period in accordance with 54.13.1;

(a) Toyota Corolla Ascent Sport Hybrid

(b) Toyota Camry Ascent Sport Hybrid/Petrol

(c) Toyota RAV 4 GX-2WD Hybrid

54.4 Running Expenses/On Costs

The Branch shall be liable for all costs and charges associated with running and maintaining the cars, including registration, insurance, RACV membership, parts, repairs and servicing.

54.5 Petrol Costs

The Branch shall provide Employees with an appropriate charge card of the Branch's choice (which shall be generally acceptable) for the purchase of petrol and oil.

54.6 Additional Costs

Expenses, in relation to the car, which are incurred by the Employees personally, shall be promptly paid by the Branch pursuant to the Reimbursement of expenses and use of Branch resources Policy upon the production of receipts and/or proof of the expense having been incurred by Employees.

Without limiting the scope of this paragraph, the type of personal expenses which may be incurred by Employees shall include: -

(a) tyre replacement

(b) windscreen replacement

(c) mechanical repairs/replacement of parts

54.7 Car Parking

The Branch shall promptly reimburse Employees for all car park fees incurred in the course of their employment pursuant to the Reimbursement of expenses and use of Branch resources Policy. The Branch shall actively explore alternate systems to enable the Branch

to minimise the requirement for an Employee to be responsible for initial payment and subsequent reimbursement

54.8 Indemnity and Insurance

The Branch's insurance policy for the cars shall include insurance for damage by fire, collision or accident, theft and third party risks; and shall make good any such loss or damage to the cars and also any damage to property or persons (including person or property conveyed in the car) caused by the car, whether by reason of the negligence of the driver or otherwise; such insurance to cover all damage or loss caused by the user of the car whether negligent or otherwise and indemnify the Employees and/or driver from all damage.

54.9 Replacement Vehicle

In the event of an accident, damage or mechanical failure to the car which thereby prevents an employee from having use of the car for any period of time, the Branch shall promptly provide the employee with a replacement vehicle or hire same, until the car is again available for use.

54.10 Use of Vehicle During Absences From Work - Employees with branch vehicles shall be entitled to the use of the car in the following circumstances: -

- 54.10.1** The whole of the 12 weeks period of paid parental leave subject to sub-clause 36.5.1 which deals with taking of this period of paid leave at double the time, half the pay.
- 54.10.2** The whole of the period of paid annual leave.
- 54.10.3** The whole of the period of paid long service leave subject to sub-clauses 51.2, which deals with taking a period of paid long service leave at double the time, half the pay.
- 54.10.4** The whole of the period of paid sick leave.
- 54.10.5** Absences on WorkCover but only for the period that an employee is in receipt of accident makeup pay.
- 54.10.6** Any other absences from work where the employee continues to be paid their normal salary.
- 54.10.7** Any other absences from work where the Secretary has approved the use of the car.

54.11 Employees who are not allocated a Branch Vehicle

Employees who are not allocated a Branch Vehicle but who require access to a vehicle to perform their duties shall have access to the Branch Pool Car or access to a hire car wherever possible. In the event an Employee, whose contract of employment provides that they may be required to use their own vehicle for Branch business, does so they shall be reimbursed in accordance with the per kilometre allowance at appendix 4 - Allowances.

54.12 The Employee's Obligations

- 54.12.1 Maintenance And Exercise Of Car** - An employee shall ensure that the car provided to them shall be washed, cleaned and maintained on a regular basis and an employee shall exercise all reasonable care and prudence in the use of the car.
- 54.12.2 Garage** - An employee shall ensure that the car is maintained in a suitable garage, however if no garage is available, the employee shall ensure that all reasonable precautions have been taken to ensure the car is locked and secure.
- 54.12.3 Care When Driving Vehicle** - Employees are requested to take due care when driving Branch vehicles to minimise the cost of maintaining the motor vehicle fleet.
- 54.12.4 Petrol Contributions** - Petrol costs shall be paid by the Branch. An employee shall be liable to make a contribution which shall be a figure deducted from their fortnightly salary.

The contribution per pay period for full time staff will be in accordance with the table below:

F/T Fuel Contribution	1 July 20	1 July 21	1 July 22	1 July 23	1 July 24
Hybrid	\$41.17	\$42.40	\$43.67	\$44.98	\$46.33
Non Hybrid	\$62.38	\$64.25	\$66.18	\$68.16	\$70.21

The fuel contribution will increase by 3% from the first pay period on or after 1 July 2020 and each following year and affected Employees shall be notified of the increase.

The contribution will be pro-rata for part-time Employees per pay period as follows:

P/T Fuel contribution	1 July 20	1 July 21	1 July 22	1 July 23	1 July 24
Hybrid					
0.9 EFT	\$51.83	\$53.38	\$54.98	\$56.63	\$58.33
0.8 EFT	\$62.49	\$64.36	\$66.29	\$ 68.28	\$70.33
0.7 EFT	\$73.15	\$75.34	\$77.60	\$79.93	\$82.33
0.6 EFT	\$83.81	\$86.32	\$88.91	\$91.58	\$94.33
0.5 EFT	\$94.47	\$97.30	\$100.22	\$103.23	\$106.32
0.4 EFT	\$105.13	\$108.28	\$111.53	\$114.88	\$118.32
0.3 EFT	\$115.79	\$119.26	\$122.84	\$126.52	\$130.32
0.2 EFT	\$126.45	\$130.24	\$134.15	\$138.17	\$142.32
0.1 EFT	\$137.11	\$141.22	\$145.46	\$149.82	\$154.32

P/T Fuel contribution	1 July 20	1 July 21	1 July 22	1 July 23	1 July 24
Non Hybrid					
0.9 EFT	\$78.53	\$80.88	\$83.31	\$85.81	\$88.38
0.8 EFT	\$94.68	\$97.52	\$100.45	\$103.46	\$106.56
0.7 EFT	\$110.83	\$114.16	\$117.58	\$121.11	\$124.74
0.6 EFT	\$126.98	\$130.79	\$134.71	\$138.76	\$142.92
0.5 EFT	\$143.13	\$147.43	\$151.85	\$156.41	\$161.10
0.4 EFT	\$159.28	\$164.06	\$168.98	\$174.05	\$179.28
0.3 EFT	\$175.44	\$180.70	\$186.12	\$191.70	\$197.45
0.2 EFT	\$191.59	\$197.33	\$203.25	\$209.35	\$215.63
0.1 EFT	\$207.74	\$213.97	\$220.39	\$227.00	\$233.81

54.12.5 Fines - The employee shall be liable to pay any fines which may be imposed for exceeding the legal limit, traffic offences and parking fines (except those parking fines which the Secretary in their discretion approves).

54.12.6 Notice of Damage - An employee shall give notice to the Branch without unnecessary delay of any accident or damage to or loss of the car.

54.12.7 Limitations of Use - Apart from members of their immediate family, partners, or other Employees of the Branch, or where there are justifiable reasons for doing so, an employee shall not allow any other person/s to drive the car or have use of the car.

54.13 Turnover of Vehicles

54.13.1 Subject to availability, each vehicle will be replaced with a new vehicle no later than three (3) years from the date provided. Any extension to the 3-year change over period is subject to mutual agreement

54.13.2 Pool Vehicles

(a) Replacement of pool vehicles will be subject to market movement, and not more than 5 years.

(b) Vehicles with high mileage will not be retained as pool vehicles.

54.14 Cancellation of Driving Licence

If an employee has their licence cancelled or suspended, the Branch Secretary must be notified in writing without delay.

54.15 Employees are encouraged to work electronically and minimise the manual handling required. When it is necessary to take materials and luggage, the Safe Work Practice Manual Handling Guidelines pertaining to motor vehicles are to be followed. An ergonomic assessment of a staff member's vehicle will be undertaken on a case by case basis where requested by a registered health practitioner.

PART E – ENGAGEMENT WITH EMPLOYEES AND UNIONS, CHANGE AND DISPUTE RESOLUTION

55. UNION MATTERS

55.1 The Branch encourages members of unions to participate in the affairs of their union. All Employees are encouraged to consider belonging to and participating in the affairs of their relevant union.

55.2 While membership of the Federation is not compulsory for eligible Employees, there is an expectation that this will occur.

55.3 Access to Employees – General

The Union will have access to Employees for any process arising under this Agreement.

55.4 Access to Employees – Electronic communication

The Branch will ensure that:

- (a) new permanent Employees will be introduced to their union during the orientation process and be provided appropriate opportunity for education about their union's role and purpose. Training that will be provided to new employees will be developed by a representative group and agreed to be implemented by the Consultative Committee.
- (b) emails from the Union (and its delegates) are not blocked or restricted by or on behalf of the Branch, except in respect of any individual Employee who has made a written request to the Branch to block such emails;
- (c) emails from Employees to the Union are not blocked or restricted by or on behalf of the Branch;
- (d) access from Branch computers and like devices to Union websites and online information is not blocked, or limited; and
- (e) where a genuine security concern arises regarding the above, the Branch will immediately notify the Union to enable the security concern to be addressed.

55.5 Access to Employees – Orientation

- (a) The Union may attend and address new Employees as part of orientation/induction programs for new Employees, provided that any attendance for the purposes of discussions with the Employees meets the right of entry requirements under Part 3-4 of the Act (Entry Requirements). The details of such attendance will be arranged by the Branch in consultation with the Union.
- (b) The Branch will advise the Union of the date, time and location of orientation/induction programs not less than 14 days prior to the orientation / induction program.

- (c) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation / induction. The Employer and a Union may agree to an alternative means by which the Union can access new Employees including where orientation / induction programs are conducted on-line or the Union cannot reasonably attend, provided that such access is consistent with the Entry Requirements.

55.6 Delegates and HSRs

NOTE: Additional rights of HSRs are contained in the OHS Act.

55.6.1 In this subclause 55.6 Representative means a Union Delegate, or HSR.

55.6.2 A Representative is entitled to reasonable time release from duty to:

- (a) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings;
- (b) access reasonable preparation time before meetings with management disciplinary or grievance meetings with a union member;
- (c) appear as a witness or participate in conciliation or arbitration, before the Commission;
- (d) present information on the Union at orientation sessions for new Employees.

55.6.3 A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.

55.6.4 A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Branch. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

55.7 Noticeboard

An electronic noticeboard for the Union's use will be readily accessible through the Branch intranet.

55.8 Meeting Space

In the absence of agreement on a location for the holding of Union meetings, the room where one or more of the Employees who may participate in the meeting ordinarily take meal or other breaks will be the meeting room for the purpose of Union meetings. Nothing in this clause is intended to override the operation of the Act.

55.9 Secondment to the Union

The Branch will, on application, grant leave without pay to an Employee for the purpose of secondment or other arrangement to work for the Union subject to the Branch's reasonable operational requirements.

55.10 Employees holding union official positions

The Branch will, on application by the Union, grant leave without loss of pay to an Employee for the purpose of fulfilling their duties as an official of the Council or Executive body of the Union.

55.11 Union Training

NOTE: an HSR may be entitled to any training in accordance with the OHS Act rather than, or in addition to, this clause.

- 55.11.1** Subject to the conditions in this subclause, Employees selected by the Union to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year per Employee.
- 55.11.2** Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.
- 55.11.3** The granting of leave will be subject to the Branch's operational requirements. The granting of leave will not be unreasonably withheld.
- 55.11.4** Leave under this subclause is granted on the following conditions:
- (i) applications are accompanied by a statement from the Union advising that it has nominated the Employee or supports the application:
 - (ii) the training is conducted by the Union, an association of unions or accredited training provider; and
 - (iii) the application is made as early as practicable and not less than two (2) weeks before the training.
- 55.11.5** The Employee will be paid their 'ordinary pay' (as defined at Clause 30 Annual Leave) for normal rostered hours.
- 55.11.6** Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.
- 55.11.7** Leave granted under this clause will count as service for all purposes of this Agreement.
- 55.11.8** Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Branch.

56. INTERNAL ADVERTISEMENT OF POSITIONS

All internal advertisements will specify the classification and annual salary and attach a copy of the position description.

57. EMPLOYEE VACANCIES

57.1 Permanent Positions

57.1.1 Any permanent or qualifying temporary employee who have occupied a vacant position in an acting or temporary capacity has first right of refusal of the position they are occupying subject to the following:

- (a) They have occupied the position in an acting or temporary capacity for at least twelve months
- (b) That the position has been declared permanent or vacant
- (c) That they have satisfied any relevant performance appraisal criteria.

57.1.2 In all other circumstances Employees vacancies shall be advertised internally in the first instance (subject to sub-clause 57.1.4) and only permanent Employees or qualifying temporary Employees are eligible to apply. A formal interview process will apply in these circumstances.

57.1.3 Internal advertisements shall be advertised for a minimum of one week provided in excess of four weeks' notice is given by the resigning employee

57.1.4 The internal advertising period may be reduced where it relates to hard to fill positions. Hard to fill positions include those that require specialist skills or qualifications, for example, accountancy or IT roles or where the Branch has recently recruited to similar positions and experienced difficulties attracting suitable candidates.

57.1.5 If there is no successful internal applicant the position shall be sourced externally, and a formal interview process will apply.

57.2 Temporary Positions

Notwithstanding provisions contained in 55.1.1, 55.1.2, 55.1.3 and 55.1.4 above, the Secretary has the discretion to fill temporary positions in the following circumstances: -

57.2.1 Where the provisions outlined in Clauses 55.1.1, 55.1.2, 55.1.3 and 55.1.4 cannot be followed or where it is agreed to be inappropriate to follow such provisions.

57.2.2 Where appointments are for periods of up to six months and are unlikely to be extended.

57.2.3 If consideration is to be given to extending a position, the relevant Employees will be consulted, and the matter referred to the ANMF (Vic Branch) Consultative Committee.

57.2.4 If a temporary position referred to in 55.2.1, 55.2.2 and 55.2.3 is to be made permanent, the normal appointment procedure must be followed.

57.2.5 Where Council have authorised the Secretary to employ an additional Employee for a twelve month period on the basis that the position will be made permanent subject to ongoing financial viability. If a decision is made that the position will be made permanent the process outlined above will not apply and the person occupying the position will be offered permanency.

57.3 Interview Panels

Interview panels will include appropriate Employees on each panel. Where Employees do not believe there is appropriate representation, the matter will be referred to the ANMF (Vic Branch) Consultative Committee.

57.4 New Positions

Any new/additional Employee positions to be created within the Branch will be discussed with the relevant Employees and the matter referred to the ANMF (Vic Branch) Consultative Committee prior to the decision being made to create the new/additional position.

58. LETTER OF APPOINTMENTS

58.1 Where the appointment is varied, the variation shall be recorded in writing and a copy provided to the Employee.

59. REPLACEMENT OF EMPLOYEES ON EXTENDED LEAVE

59.1 Replacement of an I/P Employee shall occur during periods of annual leave, long service leave, maternity leave, parental leave and other extended absences from work approved by the Branch Secretary where the period of absence is eight weeks or more inclusive of any ADO/Flexis taken during and consecutively with, that period of leave.

59.2 When replacing extended planned leave, consideration will be given to both internal applicants as well as external applicants, e.g., Job Reps for Organiser, Organisers for Industrial/Professional Officers etc.

59.3 Replacement for periods of less than eight weeks may also occur if authorised by the Branch Secretary.

59.4 Replacement of the Mental Health Nursing Officer and Maternity Services Officer

59.4.1 Replacement of a Mental Health Nursing Officer or Maternity Services Officer for periods of leave where the period of absence is 5 weeks or longer shall be approved subject to operational requirements and the following provisions:

- (a) A minimum 16 weeks' notice of the requested leave is provided.
- (b) A report is included as part of leave application that details ongoing work that is time sensitive arising during the requested leave period.

- (c) An assessment by elected official/s is conducted in conjunction with the MH/Maternity Officer of work to be undertaken during the proposed period of leave is made.
- (d) Internal and external recruitment will be sourced concurrently.
- (e) For internal recruitment, a relieving Industrial Relations Organiser is available to cover the successful Industrial Relations Organiser acting into the leave role for periods less than 8 weeks.

60. REPLACEMENT OF IP ASSISTANTS ON LEAVE (OTHER THAN EXTENDED LEAVE)

- 60.1** The Branch will engage IP Assistant(s) at sufficient EFT to reflect the projected annual leave of 3 days or more taken by IP Assistants allocated to Industrial teams, Job Rep Training Unit, OHS Unit, Professional Officers, Recruitment and Events Team, and any other Branch Department that utilises such roles. This position also provides cover for the EA or PA supporting the Branch Secretary and Assistant Secretaries.
- 60.2** IP Assistant(s) are not intended to ordinarily provide leave coverage for single day periods of leave such as ADOs. The pair, or an appropriate alternate IP Assistant, will provide coverage for short term absences such as ADOs and personal leave (up to 3 working days).
- 60.3** Where leave requires prioritisation/urgent cover by the IP Assistant, and the Relieving IP Assistant is already covering other leave, the reallocation of the Relieving IP Assistant may occur at the discretion of the Branch Secretary or nominee.

61. EMPLOYEE APPRAISALS

The Performance Appraisal policy/system shall be mutually agreed to.

62. JOB DESCRIPTIONS

- 62.1** All Employees are to be provided with relevant Job Descriptions. Amendments to Job Descriptions shall be discussed with the relevant employee, and relevant Employees shall be involved in their formulation.
- 62.2** All positions within the Branch will have a formal Position Description and incumbents provided with a copy of their position description. Employees can request to view other employee's Position Descriptions through the Human Resources Manager.

63. EMPLOYEE ASSISTANCE PROGRAM

The Branch has established an Employee Assistance Program available for all Employees. The Employee Assistance Program offers confidential counselling and associated services. Employees can make own appointments and the Branch will pay for up to three (3) visits.

64. BREASTFEEDING

64.1 Paid break

The Branch will provide reasonable paid break time for an Employee to express breast milk for her nursing child each time such Employee has need to express the milk, or breastfeed the child within the workplace, for one year after the child's birth.

64.2 Place to express or feed

The Branch will also provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk or breastfeed a child in privacy.

64.3 Storage

Appropriate refrigeration will be available in proximity to the area for breast milk storage. Responsibility for labelling, storage and use is with the Employee.

65. ANMF INTERNSHIP PROGRAM

As soon as practicable following finalisation of the capability requirements, the Branch will develop a formal intern program with secondment opportunities providing appropriate development and preparation for relevant roles within the Branch. This will include structured rotations through the Branch working in a paid supernumerary capacity

66. MEMBER SUPPORT POLICY

66.1 The Branch has implemented a Member Support Policy through the consultative committee to assist staff responding to, affected by, and/or working with challenging or distressed members. The policy outlines processes for employees to seek support, escalate concerns and refer members to appropriate support services.

66.2 Member Service Training will be provided annually to develop skills in effectively responding to and managing members who may be challenging and/or distressed

66.3 The Branch will consult with impacted employees and the Union to develop tools aimed at building resilience and supporting wellbeing. Consideration of psychological and mental health initiatives will be included.

67. ESCALATION PROCESS

67.1 External facilitators have commenced consultation and work with all stakeholders in the development of an escalation policy and process.

67.2 Outcomes of the Escalation Process are to:

67.2.1 Agree core phases / stages – map the processes

67.2.2 Identify all things not working – (different starting points, too many decision points, lack of clarity etc.) and what needs to change, and therefore what tools or templates need to be developed /what guidelines will be put in place / decision making process set up or plans for behavioural change established

67.2.3 Ultimately this will result in an enhanced process with related supporting elements (guides, templates, tools etc)

68. SATELLITE OFFICES

The Branch will consider satellite offices in appropriate locations to provide places of work closer to facilities and to reduce travel time required, after consideration of new resourcing arrangements and the availability of offices and suitable infrastructure including IT.

69. WORKLOAD MANAGEMENT

69.1 The Branch acknowledges the benefits to both the organisation and individual employees gained through employees having a balance between both their professional and personal life

69.2 An Employee can raise workload issues with their manager, and immediate steps will be taken by the manager to assist with the concerns.

69.3 Where this is not satisfactorily resolved, an Employee may request a review of their workload. The request must be made in writing to the Human Resources Department. The employees may elect to have the Union assist them in this process.

69.4 The Branch will give the employee a written response within 10 working days, outlining the steps that the Branch intends to take to address the issue which may include a review

69.5 If the Branch agrees to undertake a review this will be completed in consultation with the employee(s), the employee's manager and a representative of the employee(s)'s choice

70. STAFFING AND RELATED MATTERS

70.1 In consultation with staff and Union, the Branch will introduce a consistent and transparent policy and process for evaluating positions and determining classifications. This will be implemented to ensure our approach is fair and reasonable in respect to classification outcomes. The following positions will be subject to that evaluation and review process:

70.1.1 Permanent Industrial Officer new position effective from August 2021;

70.1.2 Deputy Coordinator OHS Officer position by October 2021; and

70.1.3 OHS Unit Coordinator by October 2021.

70.2 Job Rep Training Unit

The Branch agrees to review the EFT in this area and complete this review by December 2021.

70.3 Cover of Organisers on Leave

The Branch envisages the capacity to cover Organisers on a 1:1 basis wherever practicable.

71. WELLNESS PROGRAM

71.1 The intention of a Wellness Program is to initiate activities that an employee can undertake to enhance personal health and wellbeing, ensuring equity of access for all Employees.

71.2 Designing and communicating a “Wellness at Work Program” for the benefit of all Employees will have multiple benefits, such as:

- (a) Enhance the Branch’s reputation as a supportive and proactive employer;
- (b) Capture the principle of equity for all Employees in the organisation;
- (c) Open up the range of benefits based on employee choice; and
- (d) Encourage self-help by the employee, supported by the Branch.

71.3 Eligible Employees can access up to a maximum \$350.00 per annum towards approved Wellness Program goods and services.

71.4 Employees Eligibility

71.4.1 All full and part-time Employees are eligible to participate in this program. This includes those employed on fixed term contracts. There is no waiting period.

71.4.2 Part-time Employees can access the benefit on a pro-rata basis, calculated by multiplying their actual hours averaged over the preceding 3 months, converted to an EFT fraction, x \$350.00.

71.4.3 A pro-rata entitlement also applies to Employees who may commence employment during the financial year. For example, a full-time employee who commenced employment on 30 March 2017 would, as at 30 June 2017 be entitled to claim up to \$87.50 ($\$350.00 \times 3 \text{ months} / 12 \text{ months}$).

71.4.4 Employees who cease part way through year or who have taken leave without pay can access the benefit on a pro-rata basis.

71.4.5 Employees who cease part way through the year where employment ends at the employee’s initiative and have already accessed full benefit will have their pro rata owing amount reimbursed to the Branch from their termination payment.

71.5 Approved Goods & Services

- i. Memberships
 - a. Gym and Leisure Centres memberships and classes
 - b. Boot camp, Personal Trainers
 - c. Swimming lessons and pool access
 - d. Tennis lessons and access

- e. Sporting club, team fees
 - f. Dance Groups
 - g. Marathon, half marathon, triathlon and event entry fees
- ii. Equipment
- a. Sport shoes: runners, cross-trainers, basketball shoes, tennis shoes, trekking or hiking shoes, bike shoes
 - b. Weights and weight machines
 - c. Treadmill, exercise bike, cross trainer, rowing machine
 - d. Bike, bike parts, bike repairs and bike service
 - e. Yoga mat
 - f. Soccer ball, basketball, netball, swimming goggles, tennis racquet, punching ball, kettle bell, aerobic stepper, speed ropes, skipping ropes, micro bands, massage ball
 - g. Padded bike riding shorts, bike rain jacket
 - h. Pedometer, pulse oximeter, activity tracker (e.g... Fitbit), fitness app subscription, shiatsu heat-pad and roller football
 - i. Home office equipment (desk, office chair, monitor, monitor stand, cables, footrest, keyboard) where an approved remote working arrangement is in place
- iii. Therapeutic Treatments
- a. Massage
 - b. Physiotherapy
 - c. Chiropractor
 - d. Acupuncture
 - e. Myotherapy
 - f. Osteotherapy
 - g. Naturopathy
 - h. Psychology
 - i. Counselling
 - j. Nutritionist
 - k. Kinesiology
- iv. Health & Wellbeing
- a. Weight Loss Programs (excluding food purchased as part of program)
 - b. Quit smoking programs
 - c. Meditation, meditation app
 - d. Tai Chi
 - e. Yoga
 - f. Pilates

71.5.1 The full and current list of items is outlined in the Branch Wellness Program Policy.

The policy is updated each Financial Year in consultation with the OHS and Consultative Committees.

- 71.5.2** If there is a dispute over whether or not a purchased item meets the eligibility criteria the final determination will be made by the Assistant Secretary.

71.6 Guidelines

- 71.6.1** If a benefit that is being claimed by an employee is not included under the list of "Approved Goods and Services" the employee should first check the Wellness Program Policy. An employee may submit a request to Human Resources to consider a benefit to be included in the list in the next review at the end of the Financial Year. Inclusion of additional items is ultimately at the discretion of the Branch Secretary.

Note: Generic goods that do not relate to an individual will not be approved.

- 71.6.2** Employees can apply for a Wellness Program refund by submitting a claim form and receipt and any other supporting documentation to Human Resources and approved in consultation with Assistant Secretary.

Note: If an employee has private health insurance for any of the services above, only out of pocket expenses after a claim has been made with your provider will be paid.

- 71.6.3** If approved the claim form is forwarded to Finance for a refund (up to \$350.00) to the employee. This will be deposited into the employee's account.

- 71.6.4** Unused Wellness Program credits are not cumulative from year to year.

- 71.6.5** Reimbursement will not be made for goods and/or services purchased for family members or those that do not meet eligibility criteria.

72. EXPENSES

- 72.1 Credit Card Facilities** - Credit facilities shall be provided to the Employees where necessary for the proper conduct of the Branch's business. The Secretary shall determine which facilities are to be provided and to which Employees.

- 72.2 Petrol** - A Branch Officer who is allocated a Branch vehicle shall be supplied with a petrol card, its use being subject to the provisions in this agreement dealing with Branch vehicles

- 72.3 Expenses** - Only expenses authorised by the Secretary as being incurred in the performance of employee's duties shall be approved for reimbursement subject to being presented with proof of receipts. The Branch shall ensure that reimbursement of expenses are processed in the fortnightly pay through the Branch HRIS system (once implemented).

73. EMPLOYER LIABILITY

An employer sued by any person, including an employee, for damages for personal injury or loss caused to that person by reason of any alleged negligent act or omission of an employee to whom this agreement applies whilst acting in the scope of their employment shall not claim from such employee so alleged to have been negligent contribution or indemnity in respect for any such damages for which such employee is so sued.

PART D CONSULTATION, CHANGE, DISCIPLINE AND TERMINATION

74. TERMINATION OF EMPLOYMENT

74.1 Notice Period - An employee wishing to terminate their employment shall give the Branch a minimum of four weeks' notice.

74.2 Employees are encouraged to give more than four weeks' notice, and to encourage this, an Employee shall be granted an additional day of annual leave for each additional week's notice given, to a maximum of 5 additional day's annual leave. In order to receive 5 additional days annual leave, the Employee would need to give 9 weeks' notice of termination. A pro-rata entitlement applies to part-time Employees. Such additional leave would be paid out on termination and leave loading would not apply.

74.3 Entitlements upon Termination - If employment is terminated (for whatever reason), the Employee shall receive in addition to other amounts due all accumulated annual leave, including leave loading as applicable.

74.4 Work Injury During Notice Period - Where an employee suffers a work related injury during their notice period and are in receipt of WorkCover payments, they shall be entitled to the benefits set out in this Agreement.

74.5 Time off work during notice period

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

75. CONSULTATION

Nothing in this clause limits the Branch's obligations to consult with HSRs under the OHS Act.

75.1 Consultation regarding major change

75.1.1 Where the Branch proposes a major workplace change that may have a significant effect on an Employee or Employees, the Branch will consult with the affected Employee/s, the Union, and the Employee's other chosen representative (where relevant) before any proposed change occurs.

75.1.2 Workplace change includes (but is not limited to) technological change.

75.1.3 Consultation will where reasonably practicable include those who are absent on leave including on workers' compensation or parental leave.

75.1.4 The Branch will take reasonable steps to ensure Employees, HSRs (where relevant) and the Union can participate effectively in the consultation process.

75.2 Definitions

Under this clause:

Consultation means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.

Affected employee means an Employee on whom a major workplace change may have a significant effect.

Major change means a change in the Branch's program, production, organisation, physical workplace, workplace arrangements, structure or technology that is likely to have a significant effect on Employees.

Significant effect includes but is not limited to:

- (a) termination of employment
- (b) changes in the size, composition or operation of the Branch's workforce (including from outsourcing) or skills required;
- (c) alteration of the number of hours worked and/or reduction in remuneration;
- (d) changes to an Employee's classification, position description, duties or reporting lines;
- (e) the need for retraining or relocation/redeployment/transfer to another site or to other work;
- (f) removal of an existing amenity; and/or
- (g) the removal or reduction of job opportunities, promotion opportunities or job tenure.

Measures to mitigate or avert may include but are not limited to:

- (a) redeployment;
- (b) retraining;
- (c) salary maintenance;
- (d) job sharing; and / or
- (e) maintenance of accruals

75.3 Consultation Steps and Indicative reasonable timeframes

75.3.1 Consultation includes the steps set out below. Indicative reasonable timeframes for the steps in the consultation process are as follows:

	Step in consultation process	Indicative Timeframe
1.	Branch provides change impact statement and other written material required by clause 73.4	
2.	Written response from employees or Union	14 days of step 1
3.	Consultation Meeting/s convened	7-14 days of step 2
4.	Further Branch response (where relevant)	After the conclusion of step 3
5.	Alternative proposal/response from Employees or Union	Within 14 days of step 4
6.	Branch to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employees or Union prior to advising outcome of consultation	Within 14 days of step 5

75.4 Change Impact Statement (Step 1)

Prior to consultation required by this clause, the Branch will provide affected Employee/s and the Union with a written Change Impact Statement (CIS) in line with subclause 73.3.1 setting out all relevant information including:

- 75.4.1** the details of proposed change;
- 75.4.2** the reasons for the proposed change;
- 75.4.3** the possible effect on Employees of the proposed change on workload and other occupational health and safety impacts;
- 75.4.4** where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Employees, undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects.
- 75.4.5** the expected benefit of the change;
- 75.4.6** measures the Branch is considering that may mitigate or avert the effects of the proposed change;

- 75.4.7** the right of an affected Employee to have a representative including a Union representative at any time during the change process, and
- 75.4.8** other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence or cannot be disclosed under legislation.

75.5 Employee / Union response (step 2)

Following receipt of the CIS, affected Employees and / or the Union may respond in writing to any matter arising from the proposed change.

75.6 Meetings (step 3)

As part of consultation, the Branch will meet with the Employee/s, the Union and other nominated representative/s (if any) to discuss:

- 75.6.1** the proposed change,
- 75.6.2** proposals to mitigate or avert the impact of the proposed change,
- 75.6.3** any matter identified in the written response from the affected Employees and / or the Union.

To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for consultation.

75.7 Branch response (step 4)

The Branch will give prompt and genuine consideration to matters arising from consultation and will provide a written response to the Employees, Union and (where relevant) other representative/s.

75.8 Alternative proposal (step 5)

The affected Employee/s, the Union and other representative (where relevant) may submit alternative proposal(s) which will take into account the intended objective and benefits of the proposal. Alternative proposals should be submitted in a timely manner so that unreasonable delay may be avoided. The indicative response time is within 14 days of step 5.

75.9 Outcome of consultation (step 6)

- 75.9.1** The Branch will give prompt and genuine consideration to matters arising from consultation, in line with steps and timelines under clause 73.3 and including an alternative proposal submitted under sub-clause 73.3.1, and will advise the affected Employees, the Union and other nominated representatives (if any) in writing of the outcome of consultation including:

- (a) whether the Branch intends to proceed with the change proposal;

- (b) any amendment to the change proposal arising from consultation;
- (c) details of any measures to mitigate or avert the effect of the changes on affected Employees; and
- (d) summary of how matters that have been raised by Employees, the Union and their representatives, including any alternative proposal, have been taken into account.

75.10 Consultation about changes to rosters or hours of work

This clause 75.10 applies where a change to regular rosters or ordinary hours of work (which may impact upon an employee, particularly in relation to their family and caring responsibilities) does not constitute a 'Major Change' in accordance with subclause 75.2

75.10.1 Where the Branch proposes to change an Employee's regular roster or ordinary hours of work, the Branch must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

75.10.2 The Branch must:

- (a) consider health and safety impacts including fatigue;
- (b) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (c) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (d) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.

75.10.3 These provisions are to be read in conjunction with the terms of the engagement between the Branch and Employee, other Agreement provisions concerning the scheduling of work and notice requirements.

75.11 A Consultative Committee is to be established that consists of Management Representatives, Employee Representatives and ASU delegates. Representation will reflect the matters the subject of the consultation.

75.11.1 The terms of reference are to be developed and agreed by the Parties.

75.11.2 The Committee will endeavour to meet monthly and as required by either party.

75.11.3 The Branch will provide a minute taker for these meetings, and where appropriate (subject to privacy and confidentiality) distribute minutes accordingly

75.11.4 The Branch will ensure that Consultative Committee documents are available on the Branch's Intranet subject to privacy and confidentiality requirements.

75.12 Consultation disputes

Any dispute regarding the obligations under this clause will be dealt under the Dispute Resolution Procedure at clause 76 of this Agreement.

76. REDUNDANCY AND ASSOCIATED ENTITLEMENTS

76.1 Arrangement

This clause is arranged as follows:

*Arrangement (clause 76.1),
Definitions (clause 76.2),
Redeployment (clause 76.3),
Support to affected employees (clause 76.4),
Salary maintenance (clause 76.5),
Relocation (clause 76.6),
Retraining (clause 76.7), and
Termination of employment (clause 76.8)*

76.2 Definitions

Affected Employee is as defined at clause 73 (Consultation) of this Agreement.

Comparable role means an on-going role that:

- (a) is the same or similar role as that of the Affected Employee's redundant position, or if not, is acceptable to the Employee; and
- (b) If applicable, is a position that with the reasonable support described at x.3(f), the Affected Employee could undertake; and
- (c) is the same grade as the affected Employee's redundant position or, if no such position is available, is not more than one grade below that of the Employee's former position;
- (d) takes into account the number of ordinary hours normally worked by the Affected Employee;
- (e) Is a Reasonable Distance from the Affected Employee's current work location;
- (f) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and
- (g) takes account of health and safety considerations.

- (h) In the case of a Return to Work Employee, has duties and responsibilities consistent with the Employees treating medical practitioners advice relating to the health of the Employee

Consultation is as defined at clause 73 (Consultation) of this Agreement.

Reasonable Distance means a distance that has regard to the Employee's original work location, current home address, capacity of the Employee to travel, additional travelling time, effects on the personal circumstances of the affected Employee, including family commitments and responsibilities and other matters raised by the Employee, or assistance provided by the Branch.

Redeployment period means a period of 13 weeks from the time the Branch notifies the Affected Employee in writing that consultation under clause 73 is complete and that the redeployment period has begun.

Redundancy means the Branch no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Branch.

Relocation means an Affected Employee is required to move to a different worksite as a result of an organisational change on either a temporary or permanent basis.

Salary maintenance means an amount representing the difference between what the Affected Employee was paid immediately prior to the Affected Employee's role being made redundant and the amount paid in the Affected Employee's new role following redeployment.

76.3 Redeployment

An Affected Employee whose role will be redundant will be considered for redeployment during the redeployment period.

76.3.1 Employee to be advised in writing

The Affected Employee must be advised in writing of:

- (a) the date the Employee's role is to be redundant,
- (b) details of the redeployment process,
- (c) the reasonable support that will be provided in accordance with this clause; and
- (d) the Affected Employee's rights and obligations.

76.3.2 Branch obligations

The Branch will:

- (a) make every effort to redeploy the Affected Employee to a comparable role in terms of classification, grade and income; and

- (b) take into account the personal circumstances of Affected Employee, including family commitments and responsibilities.

76.3.3 Employee obligations

The Employee must actively participate in the redeployment process including:

- (a) identifying appropriate retraining needs;
- (b) developing a resume / CV to assist in securing redeployment;
- (c) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.

76.4 Rejecting a comparable role

Where an Affected Employee rejects an offer of redeployment to a comparable role (as defined), the affected Employee may be ineligible for a departure package referred to at clause 76.11.2.

76.5 Temporary alternative duties

An Affected Employee awaiting redeployment may be transferred to temporary alternative duties. Such temporary duties shall be in accordance with the Employee's skills, experience, and broad role.

76.6 Support for redeployment

For an available role to be considered a comparable role, the Branch must provide the reasonable support necessary for the Employee to perform the role which may include:

- (a) training relevant to the role into which the Employee is to be redeployed;
- (b) a defined period of up to 12 weeks in which the Employee works in a supernumerary capacity;
- (c) support from educational or other staff;
- (d) a review at 12 weeks or earlier to determine what, if any, further training is required.

76.7 Where no redeployment available

If at any time during the redeployment period it is agreed that it is unlikely that the Affected Employee will be successfully redeployed, the Affected Employee may accept a redundancy package. Where this occurs, the Affected Employee will be entitled to an additional payment of the lesser of 13 weeks or the remaining redeployment period.

76.8 Support to affected employees

The Branch will provide affected Employees whose position has been declared redundant with support and assistance which will include, where relevant:

- (a) counselling and support services;
- (b) retraining,
- (c) preparation of job applications;
- (d) interview coaching;
- (e) paid leave of up to one day per week during the 13 week redeployment period, for the purpose of seeking other employment. For this purpose, a statutory declaration is sufficient;
- (f) time off to attend job interviews; and
- (g) funding of independent financial advice for employees eligible to receive a separation package.

76.9 Salary Maintenance

76.9.1 Entitlement to salary maintenance

An Affected Employee who is successfully redeployed will be entitled to salary maintenance where the Employee's pay is reduced because the new role:

- (a) is a lower grade;
- (b) involves working fewer hours; and/or
- (c) removes eligibility for penalties, loadings and the like.

76.9.2 Period of salary maintenance

Salary maintenance will be for a period of 52 weeks from the date the Affected Employee is redeployed except where the:

- (a) Employee accepts another position at higher remuneration within the salary maintenance period, and
- (b) Employee's pay in the other position is equal to or greater than the role that was made redundant.

76.9.3 Preservation of accrued leave

An Employee entitled to salary maintenance will be provided with a written report reflecting that their long service leave, annual leave and personal leave accruals have been preserved where not preserving such accruals would reduce the value of the leave.

76.10 Relocation

76.10.1 Branch to advise in writing of relocation

As soon as practicable but no less than seven (7) days after a decision is made by the Branch to temporarily or permanently relocate an Affected Employee, the Branch will advise the Affected Employee in writing of the decision, the proposed timing of the relocation and any other alternatives available to the Affected Employee. In addition, the Branch will:

- (a) Ensure the relocation is a Reasonable Distance, unless otherwise agreed;
- (b) ensure that the affected Employee is provided with information on the new location's amenities, layout and local operations prior to the relocation, and
- (c) consult with the Union regarding the content of such information.

76.10.2 Entitlement to relocation allowance

An Employee is entitled to relocation allowance where permanent or temporary relocation results in additional cost to the Employee for travel and / or other expenses.

76.10.3 Employee to provide written estimate

The Employee must make written application to the Branch with a written estimate of the additional travelling cost and other expenses for the period of redeployment up to a maximum of 12 months.

76.10.4 Payment

When considering the Employee's estimate, the Branch may have regard to the Reasonable Distance

The Branch will pay the Employee the estimated amount to a maximum of \$1900.00 as a lump sum.

76.10.5 Exceptions

An Employee is not entitled to the relocation allowance if the worksite to which the Employee is being relocated to is a location to which they can be expected to be deployed as part of their existing employment conditions.

The relocation allowance does not apply to the relocation of the Branch offices.

76.10.6 Fixed term employees not excluded

An Affected Employee on a fixed term contract who is relocated will be covered by the terms of this clause for the duration of the fixed term contract.

76.11. Employment terminates due to redundancy

76.11.1 Notice

Permanent Employees (other than casual or temporary Employees) shall be entitled to receive four weeks' notice of redundancy. The employee may choose to receive four weeks' pay in lieu of notice. Employees over 45 years of age shall be entitled to receive one extra week's notice or pay in lieu.

76.11.2 Severance Pay

Employees (other than casual or temporary Employees) shall be entitled to four weeks' salary for each completed Year of Service or part thereof. A Year of Service (or part thereof) means each year in which the Employee has been employed by the Branch, excluding any year where the Employee has been on unpaid leave for the totality of the year.

76.11.3 Time Off with Pay

Employees shall also be entitled to the time with pay as described in clause 76.8 above (Support to affected employees) in order to seek alternative employment and to attend interviews.

76.11.4 Other Entitlements

Employees shall also be entitled to a statement of employment and a written reference which shall be provided to the employee prior to the termination of their employment.

77. MANAGING CONDUCT AND PERFORMANCE

77.1 Application

77.1.1 Except as provided at 77.1.5, Where the Branch has concerns about:

- (a) the conduct of an employee; or
 - (b) a performance issue that may constitute misconduct
- the procedure outlined below will apply.

77.1.2 There are two steps in a disciplinary process under this clause as follows:

- (a) investigative procedure; and
- (b) disciplinary procedure.

77.1.3 An Employee will be provided a reasonable opportunity to be represented at any time (including by a Union) with respect to all matters set out in this clause.

77.1.4 The Branch will notify the Employee in accordance with sub-clause 77.3.2 as soon as practicable following the Branch becoming aware of the alleged concerns at sub-clause 77.2.

77.1.5 Exception - Employees who have not completed a minimum period of employment with their Branch

Where an Employee has not completed a period of employment with the Branch of at least the minimum employment period defined at section 383 of the Act, and the Branch is considering the termination of the Employee's employment, the Branch will;

- (a) provide the concerns in writing to the Employee as soon as practicable following the Branch becoming aware of the alleged concerns;
- (b) advise the Employee of their right to have a representative, including a Union representative;
- (c) other than in the case of Serious Misconduct, provide the Employee an opportunity to improve their Performance or Conduct.
- (d) meet with the Employee (and, where relevant, their representative); and
- (e) consider any explanation by the Employee including any matters raised in mitigation before making a decision to terminate the employment.

The terms of clause **Error! Reference source not found.** to **Error! Reference source not found.** inclusive do not apply to Employees within the scope of the exception in this clause 77.1.5.

77.2 Definitions

77.2.1 Conduct means the manner in which the Employee's behaviour impacts on their work.

77.2.2 Misconduct means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct expected by the Branch. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Branch, the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.

77.2.3 Performance means the manner in which the Employee fulfils their job requirements. The level of performance is determined by reference to an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.

77.2.3 Serious Misconduct is as defined under the Act and that is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:

- (a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;

- (b) conduct that causes serious and imminent risk to:
 - i. the health or safety of a person; or
 - ii. the reputation, viability or profitability of the Branch.

77.2.4.2 Conduct that is serious misconduct includes each of the following:

- (a) the Employee, in the course of the Employee's employment, engaging in:
 - i. theft;
 - ii. fraud; or
 - iii. assault;
- (b) the Employee being intoxicated at work;
- (c) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

Subclauses 77.2.4.2(a) - 77.2.4.2(c) do not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

77.3 Investigative procedure

77.3.1 The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding Conduct or Performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness

77.3.2 The Branch will:

- (a) advise the Employee of the concerns and allegations in writing;
- (b) provide the Employee with any material which forms the basis of the concerns before seeking a response;
- (c) ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
- (d) advise the Employee of their right to have a representative, including a Union representative;
- (e) ensure that the reason for any interview is explained; and
- (f) take reasonable steps to investigate the Employee's response.

77.3.3 Where the Branch has complied with subclause 77.3.2 (a)-(d) and the Employee does not dispute the concerns, the Employee may opt to decline the opportunity to be

interviewed.

77.3.4 Where the Employee opts to decline the opportunity to be interviewed, the Employee may still raise matters under clause 77.4.3 including matters in mitigation if a disciplinary procedure (see clause 77.4) is proposed.

77.4 Procedure to address poor Performance or Misconduct

77.4.1 The procedure applies if, following the investigation, the Branch reasonably considers that the employee's conduct or performance may warrant disciplinary steps being taken.

77.4.2 The Branch will:

- (a) notify the employee in writing of the outcome of the investigation process, including the basis of any conclusion; and
- (b) provide the Employee with a reasonable opportunity to provide information about the matters in 77.4.3.

77.4.3 In considering whether to take disciplinary action, the Branch will consider:

- (a) whether there is a valid reason related to the conduct or performance of the employee arising from the investigation justifying disciplinary action;
- (b) whether the employee knew or ought to have known that the conduct or performance was below acceptable standards; and
- (c) any explanation by the employee relating to conduct including any matters raised in mitigation.

77.5 Possible outcomes

77.5.1 Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Branch may take any of the following steps depending on the seriousness of the conduct or performance and the steps shall be recorded on the Employee's personnel file

77.5.2 Where the Performance or Conduct issue does not constitute Serious Misconduct:

- (a) counsel the employee;
- (b) give the employee a first warning;
- (c) give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of conduct;
- (d) give the Employee a final written warning in the event that the Employee has

previously been given a second written warning within the preceding 18 month period for that course of conduct;

- (e) Terminate the Employee on notice in the case of an employee who repeats a course of conduct for which a final warning was given in the preceding 18 months; or

77.5.3 Where the Performance of Conduct issues does constitute Serious Misconduct:

- (a) Terminate the Employee without notice; or
- (b) alternatively, the Branch may issue the Employee with a final warning without following the steps in 77.5.2 above.

77.5.4 The Branch's decision and a summary of its reasons will be notified to the employee in writing.

77.5.5 If after any warning or counselling, a period of 12 or 18 months elapses (as relevant) without the employee repeating a course of misconduct for which the preceding warning or counselling was given, the Branch cannot rely on the preceding warning or counselling for the purpose of using a further warning.

77.6 Disputes

A dispute over the clause is to be dealt with in accordance with the Dispute Settling procedure of this Agreement.

77.7 Performance Management

77.7.2 Nothing in this clause 77 will prevent the Branch from undertaking performance management to support Employees

77.7.3 In this clause 77, **performance management** includes reasonable actions to address performance by identifying performance deficits, the Branch's expected outcomes and performance measures, and strategies to meet those measures including the provision of support and education the Employee may reasonably require. Performance management measures may be included in a performance improvement plan that seeks to address the identified deficits within a reasonable time period.

77.7.4 In this clause 77, performance management does not include sanctions in addition to those set out at clause **Error! Reference source not found.** above.

78. RESOLUTION OF DISPUTES AND GRIEVANCES

78.1.1 For the purpose of this clause , a dispute includes a grievance.

78.1.2 This dispute resolution procedure will apply to any dispute arising in relation to:

- (a) this Agreement (for the avoidance of doubt, this includes a request for flexible working arrangements or a request for an additional 12 months' parental leave);
- (b) the NES;

78.2 Obligations

- 78.2.1** The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- 78.2.2** While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.
- 78.2.3** This requirement does not apply where an Employee:
 - (a) has a reasonable concern about an imminent risk to their health or safety,
 - (b) has advised the Branch of the concern, and
 - (c) has not unreasonably failed to comply with a direction by the Branch to perform other available work that is safe and appropriate for the Employee to perform.
- 78.2.4** No party to a dispute or person covered by the Agreement will be prejudiced with respect to the resolution of the dispute by continuing work under this clause.

78.3 Dispute settlement facilitation

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

- (a) investigating the circumstances of the dispute; and
- (b) participating in the processes to resolve the dispute, including conciliation and arbitration.

An Employee who is a party to the dispute will be released by the Branch from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Branch.

78.4 Discussion of dispute at workplace

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

- 78.4.1** in the first instance by discussions between the Employee/s and the relevant manager, unless the relevant manager is already directly aware of and involved in the dispute; and

- 78.4.2** if the dispute is still unresolved, by discussions between the Employee/s and the Human Resources Manager or delegate.
- 78.4.3** if the dispute is still unresolved, by discussions between the Employee/s and the Branch Secretary or delegate (Assistant Secretary).
- 78.4.4** The discussions above will take place within fourteen days or such longer period as mutually agreed. Discussions will be in person or, by agreement of the parties, telephone, written or electronic correspondence.

78.5 Internal process

- 78.5.1** If any party to the dispute or grievance who is bound by this Agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process.
- 78.5.2** If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below. This may include referring the matter to a mutually agreed independent mediator, the costs of such mediation to be borne by the Branch, to have the dispute or grievance dealt with by conciliation. The Branch will arrange for a mediation to occur when mutually agreed by the parties. The parties agree that mediator (that will be agreed between the parties) will be appointed by the Branch to conduct mediation where mediation is to occur

78.6 Referral of dispute to Commission

If a dispute cannot be resolved at the workplace it may be referred by a party to the dispute or representative to Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

78.6.1 Disputes of a collective character

Disputes of a collective character may be dealt with more expeditiously by an early reference to the Commission. However, no dispute of a collective character may be referred to the Commission directly without a genuine attempt to resolve the dispute at the workplace level, including advance notice to the Branch Secretary.

78.6.2 Conciliation

- 78.6.2(a)** Where a dispute is referred for conciliation, the Commission member will do everything the member deems right and proper to assist the parties to settle the dispute.
- 78.6.2(b)** Conciliation before the Commission is complete when:
- A. the parties to the dispute agree that it is settled; or
 - B. the Commission member conducting the conciliation, either on their own motion or after an application by a party, is satisfied there is no likelihood

that further conciliation will result in settlement within a reasonable period;
or

- C. the parties to the dispute inform the Commission member there is no likelihood the dispute will be settled, and the member does not have substantial reason to refuse to regard conciliation as complete.

78.6.3 Arbitration

- 78.6.3(a)** If, when conciliation is complete, the dispute is not settled, either party may request the Commission proceed to determine the dispute by arbitration.
- 78.6.3(b)** The Commission member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.
- 78.6.3(c)** Subject to subclause (d) below, a decision of the Commission is binding upon the persons covered by this Agreement.
- 78.6.3(d)** An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

78.6.4 Conduct of matters before the Commission

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

79. AFFIRMATIVE ACTION IN SUPPORT OF DIVERSITY

The Branch supports affirmative action in support of representation within the staff of people of colour, ATSI, CALD and other diverse groups. The Branch promotes this principle and concept in the Strategic plan and inclusion of a specific goal. The Reconciliation Action Plan is being developed and the Branch is working to complete this work by June 2022.

PART F – ACCIDENT COMPENSATION, HEALTH AND SAFETY

80. FITNESS FOR WORK

80.1 Fit for Work

- 80.1.1** The Branch is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.
- 80.1.2** Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Branch and any related occupational health and safety requirements.

80.2 Addressing concerns about Fitness for Work

- 80.2.1** In the event the Branch forms a reasonable belief (as defined at subclause 80.2.2 below) that an Employee may be unfit to perform their duties, the Branch will act in a timely manner to promote physical, mental and emotional health so that employees can safely undertake and sustain work.
- 80.2.2** In this clause reasonable belief means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities. Nothing in this clause 80 permits the Branch to act contrary to the *Health Records Act 2001* (Vic).
- 80.2.3** In this clause treating medical practitioner may, where relevant, also include programs such as the Nursing and Midwifery Health Program Victoria, Employee Assistance Program or a psychologist.
- 80.2.4** The Branch will:
- (a) take all reasonable steps to give the Employee an opportunity to answer any concerns which are the subject of the reasonable belief;
 - (b) recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Branch;
 - (c) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that Employees can safely undertake and sustain work; and
 - (d) take these responses into account in considering whether reasonable adjustments can be made in order that the Employee can safely undertake and sustain work.

80.2.5 Report from Treating Medical Practitioner

Where, after discussion with the Employee, the Branch continues to have a reasonable belief that the Employee is unfit to perform the duties, the Branch may request the Employee to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work. Where this occurs, the Branch will provide to the Employee, in writing, the concerns and information that

form the basis of the reasonable belief to assist the Employee's treating medical practitioner.

The Employee will:

- (a) advise the Branch of the Employee's treating medical practitioner;
- (b) provide a copy of the report to the Branch; and
- (c) meet with the Branch to discuss any report.

80.2.6 Report from IME

If, on receipt of the report, and (where reasonably practicable) following discussion, the Branch continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the treating medical practitioner, the Branch may require the Employee to attend an independent medical practitioner (IME).

The Branch will:

- (a) pay for the cost and expenses of the appointment and report;
- (b) provide a copy of the IME report to the Employee; and
- (c) meet with the Employee to discuss any report.

80.2.7 Information to Employee before IME

Before the Employee attends an IME under subclause 80.2.6 above, the Employee will be provided with a copy of:

- (a) the name of the proposed IME; and
- (b) any correspondence (including any supporting material) proposed to be sent to the IME.

80.2.8 Employee consultation and right to supplement information

Before attending an IME, the Employee may:

- (a) supplement the material to be provided to the IME; and/or
- (b) request to meet with the Branch to consult about the material the Branch proposes to provide the IME. The Employee's representative may attend the meeting.

80.2.9 Relationship to WIRC

This sub-clause 80.2 does not apply to an injury that is the subject of an active WorkCover claim. Matters regarding an Employee's Fitness for Work regarding an

injury that is the subject of a WorkCover claim shall be managed in accordance with the WIRC Act including the Branch's obligation to provide a safe work environment.

80.2.10 Safe Work Environment is paramount

Nothing in this clause 80.2 prevents the Branch from taking any reasonable step in the workplace to ensure a safe work environment.

80.3 Reasonable Adjustments

80.3.1 Where Employees have a disability (whether permanent or temporary) the Branch is required to make reasonable adjustments to enable the Employee to continue to perform their duties, subject to subclause 80.3.2 below.

80.3.2 The Branch is not required to make reasonable adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of their employment even after the adjustments are made.

80.3.3 Definitions

- a. **Disability** has the same meaning as section 4 of the EO Act and includes:
 - i. total or partial loss of a bodily function;
 - ii. presence in the body of organisms that may cause disease;
 - iii. total or partial loss of a part of the body; or
 - iv. malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.
- b. **Reasonable adjustments** has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:
 - i. the employee's circumstances, including the nature of the disability;
 - ii. the nature of the Employee's role;
 - iii. the nature of the adjustment required to accommodate the Employee's disability;
 - iv. the financial circumstances of the Branch;
 - v. the size and nature of the workplace and the Branch's business;
 - vi. the effect on the workplace and the Branch's business of making the adjustment including the financial impact, the

number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;

- vii. the consequences for the Branch in making the adjustment; and
- viii. the consequences for the Employee in not making the adjustment.

81. EYE TESTING

Employees are entitled, in working hours, to have their eyes tested with further tests every two years thereafter. Employees will book eye testing appointments having regard to the role requirements, available pair or, if applicable, reliever coverage, and team and Branch meetings, to minimise disruption to the Branch and members, and notify their Manager of the anticipated departure and return time.

82. MANUAL HANDLING

On an annual basis the Branch will offer all Employees the opportunity to attend a training session on safe manual handling.

83. OCCUPATIONAL HEALTH AND SAFETY - GENERAL

83.1 Relationship to legislation

The provisions of this Part F of the Agreement shall be read and interpreted in conjunction with the OHS Act 2004, Equal Opportunity Act 2010 and WIRC Act 2013 and successors, provided where there is any inconsistency between this Agreement and the Acts referred to above, the Acts prevail to the extent of any inconsistency.

83.2 Definitions

For the purposes of this Part K of this Agreement:

DWG means designated work group as defined under the Occupational Health and Safety Act 2004 as amended from time to time and may include Employees other than nurses and/or midwives.

Incident means an event or circumstance that led or could have led to unintended or unnecessary harm

Injury means any physical or mental injury

Insurer means an authorised agent as defined by the WIRC Act.

Workplace shall mean workplace as defined under the OHS Act.

84. OHS RISK MANAGEMENT

84.1 The Branch and its Employees will take pro-active approach to:

- 84.1.1** the prevention and management of workplace injuries to the highest level of protection reasonably practicable in the circumstances, and
- 84.1.2** to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices.
- 84.2** The Branch will implement the hierarchy of controls to control hazards and will eliminate the hazard at the source wherever practicable.
- 84.3** The Branch and its Employees recognise that consultation with Employees, and their representatives, is crucial to achieving a healthy and safe work environment and will consult with employees and their representatives around matters relating to health and safety in the workplace.
- 84.4** This Agreement recognises that hazards include, but are not limited to:
- (a) Work-related stress,
 - (b) manual handling;
 - (c) circumstances that give rise to adverse effects on psychological and physical health, including bullying, workplace stress and fatigue;
 - (d) unsafe design and layout of workplaces;
 - (e) slips, trips and falls;
 - (f) risk associated with driving vehicles as part of employment; and
 - (g) hazardous substances.
- 84.5** The Branch will provide such information, education, training and supervision required to all Employees to enable them to perform their work in a manner which is safe and without risks to health. This shall occur on a regular basis, as required, to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

85. INCIDENT REPORTING, INVESTIGATION AND PREVENTION

- 85.1** The Branch will facilitate timely reporting of incidents by Employees and ensure Employees who report incidents are appropriately supported.
- 85.2** Following an incident, the Branch will:
- 85.2.1** take appropriate action to prevent further injury to Employees,
 - 85.2.2** conduct an incident investigation and implement workplace controls to prevent the incident recurring, and
 - 85.2.3** provide information regarding the Employee's rights, as relevant, including the making a workers compensation claim or reporting to police.

- 85.3** The Branch will provide information, instruction and training to Employees, including those with management responsibility, regarding the importance of timely reporting, procedures regarding incident reporting, and linking this to incident investigation and prevention

86. DESIGNATED WORK GROUPS

- 86.1** The Branch will establish and maintain a system of DWGs in consultation with Employees and their representatives.
- 86.2** In determining the particulars of DWGs (including number of HSRs), the following considerations shall, where practicable, be taken into account:
- 86.2.1** the specific needs, conditions and hazards affecting Employees in the area(s) concerned;
 - 86.2.2** the working arrangement of Employees in the area(s) concerned;
 - 86.2.3** the accessibility of health and safety representatives to Employees in the area(s) concerned; and
 - 86.2.4** the geographical layout of the workplace.

87. HEALTH AND SAFETY REPRESENTATIVE(S) ELECTION PROCESS

- 87.1** All Employees in the relevant DWG shall be given the opportunity to nominate for a position as an HSR.
- 87.2** Where there is more than one nominee for any HSR vacancy, the method of conducting the election shall be determined by the Employees of the DWG concerned
- 87.3** If there are equivalent nominees to vacant positions then the candidate(s) will be elected unopposed.
- 87.4** The Branch shall maintain a current list of DWGs as well as the name(s) of the elected HSR(s) for each DWG, and shall display this in a prominent place on the intranet at all times

88. HEALTH AND SAFETY REPRESENTATIVE TRAINING

- 88.1** HSRs will be entitled and encouraged to attend a WorkSafe Victoria approved course as soon as practicable following their election.
- 88.2** The Branch will permit HSRs to take such time as is necessary or prescribed to attend occupational health and safety training courses approved by WorkSafe Victoria.
- 88.3** HSRs have the right to choose which course to attend. The Branch will not prevent or obstruct an HSR from attending their chosen course.
- 88.4** When attending an approved course, HSRs will be paid as though at work, including if it is a non-working day for that Employee.

88.5 This might apply when an HSR:

88.5.1 normally works two days a week, and attends a block five-day course; or

88.5.2 has a non-working day during the course;

88.6 The Branch is responsible for payment of course fees, travel costs and accommodation for HSR attendance at WorkSafe Victoria approved courses.

89. FACILITIES FOR HEALTH AND SAFETY REPRESENTATIVES

89.1 Health and safety representatives shall be provided with reasonable access to Branch IT resources, intranet space, notice board, meeting room, and such other facilities as are necessary to enable them to perform their functions or duties as prescribed under the OHS Act.

89.2 Health and safety representatives shall have reasonable time release to perform their functions and duties as is necessary or prescribed under the OHS Act.

90. HEALTH AND SAFETY COMMITTEES

A Health and safety committee will be maintained over the life of the Agreement.

91. ADDRESSING PSYCHOLOGICAL HEALTH

91.1 The Branch is committed to, where practicable, eliminating work related stressors, and where not practicable, limiting their impact on the psychological health of Employees.

91.2 Employees are entitled to:

91.2.1 a workplace that is safe and without risks to health (including psychological health)

91.2.2 reasonable workloads to address job demands and communicating with Employees the availability of assistance to address job demands

91.2.3 plans for staff safety including early intervention to improve support provided

91.2.4 clear line-management structures (including programs for developing managerial skills through coaching, mentoring and/or training)

91.2.5 orientation to the Branch and induction to role

91.2.6 be provided with information, education and training and/or supervision about:

91.2.6(a) How Employees can perform their roles safely (e.g., safe systems of work)

91.2.6(b) Branch structures, policies, procedures, protocols, expectations of their position and other information and training needed to assist employees with fulfilling their role (including training on protocols such as the dealing with a

difficult member policy, holding a members meeting, Dispute Resolution Processes, legal referrals etc.)

- 91.2.6(c)** Processes and associated entitlements for ongoing Employee development and
- 91.2.6(d)** access, in accordance with this Agreement, to the confidential Employee Assistance Program
- 91.2.6(e)** access, in accordance with this Agreement, to Reflective Role Development Supervision
- 91.2.6(f)** to notify the Branch, and be adequately supported by the Branch, following any critical incident related to work.
- 91.2.6(g)** to education and support regarding self-care and other effective techniques that may assist Employees when dealing with distressed members.

91.3 The Branch will provide a proactive wellbeing policy and program to support the psychological health and wellbeing of all Employees.

92. WORKERS' COMPENSATION, REHABILITATION AND RETURN TO WORK

92.1 Workers Compensation Information

- 92.1.1** The Branch will display and make available the WorkSafe Victoria "If You Are Injured at Work" Poster, as amended from time to time.
- 92.1.2** The Branch shall provide a copy of the poster (A4 version) to Employees as soon as they report an incident/injury.

92.2 Attendance at medical appointments

Where there is an accepted workers' compensation claim, an Employee who requires time off during work time to attend medical and other appointments may elect to:

- 92.2.1** take the time as paid personal leave (subject to having sufficient accrued leave); or
- 92.2.2** take the time as paid work time, in which case the Branch may claim repayment for that time under workers' compensation legislation, subject to that legislation.

92.3 Return to Work

- 92.3.1** The Branch will appoint a Return to Work Co-ordinator who shall have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task. At the commencement of this Agreement that will be the Human Resources Manager.

92.3.2 The Branch will develop an appropriate return to work plan as soon as medically appropriate, in consultation with the injured Employee and their treating health practitioner/s.

92.3.3 The Branch will:

92.3.3(a) assist injured Employees to remain at work, or return to work, in suitable employment as soon as medically appropriate after injury.

92.3.3(b) ensure that the suitable employment reflects and is commensurate with, as far as possible, the skills, education, age, experience, pre-injury employment, and any relevant medical restrictions of the injured Employee.

92.3.3(c) also take into account the Employee's place of residence and pre-injury hours of work in developing a return to work plan.

92.4 Without limiting the content of the return to work plan, the plan shall include, but not be limited to:

92.4.1 A return to work program signed by the Branch, the Employee and the treating doctor which covers:

92.4.1(a) the estimated date of the return to work;

92.4.1(b) the position title;

92.4.1(c) the duties and hours of work to be offered;

92.4.1(d) the nature of the incapacity and any medical restrictions;

92.4.1(e) the applicable classification and pay rate;

92.4.1(f) steps to be taken to facilitate the return to work; and

92.4.1(g) the date or dates for regular review.

92.4.2 The return to work plan may also consider, subject to approval by the insurer:

92.4.2(a) any personal and household services required, including modifications to the home or car, household help, counselling, aids or appliances, transportation costs, etc; and

92.4.2(b) any occupational rehabilitation services, including modifications to the workplace, home or car which will apply, equipment to be provided at the workplace, etc.

92.5 The return to work plan will be reviewed at least monthly or more regularly as needed, in consultation with the injured Employee and other relevant parties.

- 92.6** Employees have the right to have a support person present at any interview arranged by the Branch regarding their return to work or rehabilitation, including monitoring or review of their return to work program. When arranging such interviews, the Branch will advise the Employee that he/she may have a support person present, and where practicable, provide the Employee with at least seven days' notice of such interviews occurring.
- 92.7** The Branch will not seek to change the Employee's duties, hours or other aspects of the Employee's employment or return to work plan without consulting with the Employee.
- 92.8** A representative, including a union representative, may be involved in any negotiations or discussions regarding any such proposed changes, if requested by the Employee.
- 92.9** The Branch and the Employee will co-operate and participate in the agreed return to work plan. This plan will be reviewed at the request of any of the parties involved. Where agreement cannot be reached the processes of the WIRC Act shall apply.

92.10 Rehabilitation, Re-training and Re-education

- 92.10.1** The Branch may pay for any re-training or re-education required to assist the Employee to remain at work or return to work in suitable employment in accordance with guidelines issued by Victorian WorkSafe to its agents. Approval for such re-training or re-education may be requested by the Employee, their treating practitioner, or any other Victorian WorkSafe approved service provider, individual or agency, on behalf of the Employee.
- 92.10.2** Where it has been established that an Employee has a permanent injury or condition which prevents them returning to their preinjury employment the Branch will ensure the Employee is advised of all vacancies as they become available.

VICTORIAN BRANCH

Signed on behalf the Australian Nursing and Midwifery Federation:



Maree Burgess
President ANMF (Vic Branch)
535 Elizabeth St Melbourne



Lisa Fitzpatrick
Secretary ANMF (Vic Branch)
535 Elizabeth St Melbourne

Dated: 31 August 2021

Dated: 31 August 2021

Signed on behalf of the Employees of ANMF (Vic Branch):



Matt Norrey
Secretary Australian Services Union –
Victorian Private Sector Branch
116 Queensberry St Carlton South



Megan Reeve
ANMF (Vic Branch) as an employee
bargaining representative
535 Elizabeth St Melbourne

VICTORIAN BRANCH

Dated: 1 September 2021

Dated: 1 September 2021

APPENDIX 1 – FLEXIBLE WORKING ARRANGEMENTS INFORMATION STATEMENT

This information statement is intended to reflect the NES at the time of making this Agreement. In the event of any change to the NES entitlement, this information statement may be superseded by one reflecting those changes.

- 1 Where an Employee:
 - (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer within the meaning of the Carer Recognition Act 2010 caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing violence from a member of the Employee's family; or
 - (f) provides care or support to a member of the Employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family;

they may request the Branch for a change in working arrangements relating to those circumstances.
- 2 To avoid doubt, a request for flexible working arrangements may include a request to work part time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for the child.
- 3 An 'Employee' for the purpose of this entitlement means a:
 - (a) part time or full time Employee who has completed at least 12 months of continuous service with the Branch immediately prior to the request; or
 - (b) long term casual Employee who has a reasonable expectation of continuing employment by the Branch on a regular and systematic basis.
- (4) Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.
- (5) The request by the Employee must be in writing, set out the change sought and the reasons for the change.
- (6) The Branch must give the Employee a written response to the request within 21 days, stating whether the Branch grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.
- (7) Where the Branch refuses the request, the written response must include details of the reasons for the refusal.

APPENDIX 2 INDUSTRIAL/ PROFESSIONAL OR I/P

	A			B			C		
Classification Title	2020 3%			2021 3%			2022 3%		
	year 1	year 2	year 5	year 1	year 2	year 5	year 1	year 2	year 5
SENIOR INDUSTRIAL OFFICER	\$5,974.00	\$6,212.05	\$6,448.86	\$6,153.22	\$6,398.42	\$6,642.32	\$6,337.82	\$6,590.37	\$6,841.59
INDUSTRIAL OFFICER	\$5,150.00	\$5,562.00	\$5,974.00	\$5,304.50	\$5,728.86	\$6,153.22	\$5,463.64	\$5,900.73	\$6,337.82
PROFESSIONAL OFFICER	\$5,150.00	\$5,562.00	\$5,974.00	\$5,304.50	\$5,728.86	\$6,153.22	\$5,463.64	\$5,900.73	\$6,337.82
MATERNITY SERVICES OFFICER	\$5,150.00	\$5,562.00	\$5,974.00	\$5,304.50	\$5,728.86	\$6,153.22	\$5,463.64	\$5,900.73	\$6,337.82
MENTAL HEALTH NURSING OFFICER	\$5,150.00	\$5,562.00	\$5,974.00	\$5,304.50	\$5,728.86	\$6,153.22	\$5,463.64	\$5,900.73	\$6,337.82
INDUSTRIAL ORGANISER	\$4,120.00	\$4,326.00	\$4,532.00	\$4,243.60	\$4,455.78	\$4,667.96	\$4,370.91	\$4,589.45	\$4,808.00
MEMBER RESPONSE QUALITY MANAGER	\$4,532.00	\$4,841.00	\$5,150.00	\$4,667.96	\$4,986.23	\$5,304.50	\$4,808.00	\$5,135.82	\$5,463.64
MEMBER ASSISTANCE OFFICER	\$4,120.00	\$4,223.00	\$4,326.00	\$4,243.60	\$4,349.69	\$4,455.78	\$4,370.91	\$4,480.18	\$4,589.45
JOB REPRESENTATIVE TRAINING COORDINATOR	\$4,326.00	\$4,429.00	\$4,532.00	\$4,455.78	\$4,561.87	\$4,667.96	\$4,589.45	\$4,698.73	\$4,808.00
JOB REPRESENTATIVE TRAINING OFFICER	\$4,120.00	\$4,223.00	\$4,326.00	\$4,243.60	\$4,349.69	\$4,455.78	\$4,370.91	\$4,480.18	\$4,589.45
COMMUNICATIONS & MEDIA MANAGER	\$5,150.00	\$5,562.00	\$5,974.00	\$5,304.50	\$5,728.86	\$6,153.22	\$5,463.64	\$5,900.73	\$6,337.82
PUBLICATIONS OFFICER	\$3,914.00	\$4,017.00	\$4,120.00	\$4,031.42	\$4,137.51	\$4,243.60	\$4,152.36	\$4,261.64	\$4,370.91
DIGITAL MEDIA OFFICER	\$3,914.00	\$4,017.00	\$4,120.00	\$4,031.42	\$4,137.51	\$4,243.60	\$4,152.36	\$4,261.64	\$4,370.91
OHS UNIT CO-ORDINATOR	\$5,150.00	\$5,562.00	\$5,974.00	\$5,304.50	\$5,728.86	\$6,153.22	\$5,463.64	\$5,900.73	\$6,337.82
DEPUTY OHS UNIT CO-ORDINATOR	\$4,326.00	\$4,429.00	\$4,532.00	\$4,455.78	\$4,561.87	\$4,667.96	\$4,589.45	\$4,698.73	\$4,808.00
OHS OFFICER	\$4,120.00	\$4,223.00	\$4,326.00	\$4,243.60	\$4,349.69	\$4,455.78	\$4,370.91	\$4,480.18	\$4,589.45
OHS OFFICER (BULLYING AND DISCRIMINATION)	\$4,120.00	\$4,223.00	\$4,326.00	\$4,243.60	\$4,349.69	\$4,455.78	\$4,370.91	\$4,480.18	\$4,589.45
GRADUATE OHS OFFICER	\$3,914.00			\$4,031.42			\$4,152.36		
MARKETING AND EVENTS MANAGER	\$4,532.00	\$4,841.00	\$5,150.00	\$4,667.96	\$4,986.23	\$5,304.50	\$4,808.00	\$5,135.82	\$5,463.64
RECRUITMENT OFFICER	\$4,120.00	\$4,223.00	\$4,326.00	\$4,243.60	\$4,349.69	\$4,455.78	\$4,370.91	\$4,480.18	\$4,589.45
GRADUATE & FINAL YEAR STUDENT SUPPORT OFFICER	\$4,120.00	\$4,223.00	\$4,326.00	\$4,243.60	\$4,349.69	\$4,455.78	\$4,370.91	\$4,480.18	\$4,589.45
ENVIRONMENTAL HEALTH OFFICER	\$4,120.00	\$4,223.00	\$4,326.00	\$4,243.60	\$4,349.69	\$4,455.78	\$4,370.91	\$4,480.18	\$4,589.45
EDUCATION MANAGER	\$5,150.00	\$5,562.00	\$5,974.00	\$5,304.50	\$5,728.86	\$6,153.22	\$5,463.64	\$5,900.73	\$6,337.82
PROGRAM EDUCATOR (Curriculum Development)	\$4,326.00	\$4,429.00	\$4,532.00	\$4,455.78	\$4,561.87	\$4,667.96	\$4,589.45	\$4,698.73	\$4,808.00
PROGRAM EDUCATOR (Non-Curriculum Dev)	\$4,120.00	\$4,223.00	\$4,326.00	\$4,243.60	\$4,349.69	\$4,455.78	\$4,370.91	\$4,480.18	\$4,589.45
OPERATIONS COORDINATOR	\$3,914.00	\$4,017.00	\$4,120.00	\$4,031.42	\$4,137.51	\$4,243.60	\$4,152.36	\$4,261.64	\$4,370.91
LIBRARIAN	\$3,914.00	\$4,017.00	\$4,120.00	\$4,031.42	\$4,137.51	\$4,243.60	\$4,152.36	\$4,261.64	\$4,370.91
E-LEARNING OFFICER	\$4,120.00	\$4,223.00	\$4,326.00	\$4,243.60	\$4,349.69	\$4,455.78	\$4,370.91	\$4,480.18	\$4,589.45

APPENDIX 3 - ADMINISTRATIVE/SECRETARIAL OR ADMIN

Classification Title	2020 3%			2021 3%			2022 3%		
	year 1	year 2	year 5	year 1	year 2	year 5	year 1	year 2	year 5
FINANCE MANAGER	\$5,562.00	\$5,974.00	\$6,212.06	\$5,728.86	\$6,153.22	\$6,398.42	\$5,900.73	\$6,337.82	\$6,590.37
DEPUTY FINANCE MANAGER	\$4,120.00	\$4,223.00	\$4,326.00	\$4,243.60	\$4,349.69	\$4,455.78	\$4,370.91	\$4,480.18	\$4,589.45
FINANCE ASSISTANT	\$3,004.99	\$3,083.23	\$3,161.47	\$3,095.14	\$3,175.73	\$3,256.32	\$3,188.00	\$3,271.00	\$3,354.00
RECEPTIONIST	\$2,840.67	\$2,918.90	\$2,997.14	\$2,925.89	\$3,006.46	\$3,087.05	\$3,013.66	\$3,096.66	\$3,179.66
SUPPORT SERVICES MANAGER	\$5,562.00	\$5,974.00	\$6,212.06	\$5,728.86	\$6,153.22	\$6,398.42	\$5,900.73	\$6,337.82	\$6,590.37
FACILITIES COORDINATOR	\$3,272.98	\$3,351.22	\$3,429.45	\$3,371.17	\$3,451.75	\$3,532.33	\$3,472.31	\$3,555.31	\$3,638.30
SUPPORT SERVICES PROPERTY AND MAINTENANCE OFFICER	\$2,876.77	\$2,955.00	\$3,033.24	\$2,963.07	\$3,043.65	\$3,124.24	\$3,051.96	\$3,134.96	\$3,217.96
SUPPORT SERVICES MAIL OFFICER	\$2,543.94	\$2,684.77	\$2,763.00	\$2,620.26	\$2,765.32	\$2,845.89	\$2,698.87	\$2,848.27	\$2,931.27
EXECUTIVE ASSISTANT TO SECRETARY	\$3,884.06	\$3,962.30	\$4,040.53	\$4,000.58	\$4,081.17	\$4,161.74	\$4,120.60	\$4,203.60	\$4,286.59
PERSONAL ASSISTANT TO ASSISTANT SECRETARY	\$3,272.99	\$3,351.22	\$3,429.45	\$3,371.18	\$3,451.75	\$3,532.33	\$3,472.31	\$3,555.31	\$3,638.30
INDUSTRIAL PROFESSIONAL ASSISTANT	\$2,932.76	\$3,010.98	\$3,089.22	\$3,020.75	\$3,101.31	\$3,181.90	\$3,111.37	\$3,194.35	\$3,277.36
EDUCATION ASSISTANT	\$2,932.76	\$3,010.98	\$3,089.22	\$3,020.75	\$3,101.31	\$3,181.90	\$3,111.37	\$3,194.35	\$3,277.36
COMMUNICATIONS AND MEDIA ASSISTANT	\$3,450.36	\$3,528.59	\$3,606.82	\$3,553.87	\$3,634.45	\$3,715.03	\$3,660.49	\$3,743.48	\$3,826.48
MINUTES SECRETARY	\$3,450.36	\$3,528.59	\$3,606.82	\$3,553.87	\$3,634.45	\$3,715.03	\$3,660.49	\$3,743.48	\$3,826.48
LIBRARY TECHNICIAN	\$2,814.51	\$2,892.75	\$2,970.98	\$2,898.95	\$2,979.53	\$3,060.11	\$2,985.92	\$3,068.92	\$3,151.92
SENIOR BUSINESS ANALYST/DEVELOPER	\$4,532.00	\$4,841.00	\$5,150.00	\$4,667.96	\$4,986.23	\$5,304.50	\$4,808.00	\$5,135.82	\$5,463.64
BUSINESS ANALYST/DEVELOPER	\$4,069.81	\$4,148.03	\$4,226.28	\$4,191.91	\$4,272.47	\$4,353.07	\$4,317.67	\$4,400.65	\$4,483.66
MEMBERSHIP SERVICES OFFICER Level 2	\$3,450.36	\$3,528.59	\$3,606.82	\$3,553.87	\$3,634.45	\$3,715.03	\$3,660.49	\$3,743.48	\$3,826.48
MEMBERSHIP SERVICES OFFICER	\$2,543.94	\$2,684.77	\$2,763.00	\$2,620.26	\$2,765.32	\$2,845.89	\$2,698.87	\$2,848.27	\$2,931.27
INFORMATION TECHNOLOGY MANAGER	\$4,532.00	\$4,841.00	\$5,150.00	\$4,667.96	\$4,986.23	\$5,304.50	\$4,808.00	\$5,135.82	\$5,463.64
INFORMATION TECHNOLOGY SYSTEMS ADMINISTRATOR	\$4,069.81	\$4,148.03	\$4,226.28	\$4,191.91	\$4,272.47	\$4,353.07	\$4,317.67	\$4,400.65	\$4,483.66
INFORMATION TECHNOLOGY SUPPORT OFFICER/ASSISTANT	\$2,543.94	\$2,684.77	\$2,763.00	\$2,620.26	\$2,765.32	\$2,845.89	\$2,698.87	\$2,848.27	\$2,931.27
RECORDS MANAGER	\$4,532.00	\$4,841.00	\$5,150.00	\$4,667.96	\$4,986.23	\$5,304.50	\$4,808.00	\$5,135.82	\$5,463.64
RECORDS OFFICER	\$2,814.51	\$2,892.75	\$2,970.98	\$2,898.95	\$2,979.53	\$3,060.11	\$2,985.92	\$3,068.92	\$3,151.92
RECORDS ADMINISTRATIVE ASSISTANT	\$2,262.64	\$2,340.87	\$2,419.11	\$2,330.52	\$2,411.10	\$2,491.68	\$2,400.43	\$2,483.43	\$2,566.43
EVENTS OFFICER	\$3,914.00	\$4,017.00	\$4,120.00	\$4,031.42	\$4,137.51	\$4,243.60	\$4,152.36	\$4,261.64	\$4,370.91
MEMBER LIAISON OFFICER	\$3,605.00	\$3,656.50	\$3,708.00	\$3,713.15	\$3,766.20	\$3,819.24	\$3,824.54	\$3,879.18	\$3,933.82
HOSPITALITY/ADMINISTRATIVE ASSISTANT	\$2,543.94	\$2,684.77	\$2,763.00	\$2,620.26	\$2,765.32	\$2,845.89	\$2,698.87	\$2,848.27	\$2,931.27
COMPLIANCE OFFICER	\$3,221.64	\$3,299.87	\$3,378.10	\$3,318.29	\$3,398.87	\$3,479.44	\$3,417.84	\$3,500.83	\$3,583.83
HUMAN RESOURCES MANAGER	\$5,562.00	\$5,974.00	\$6,212.06	\$5,728.86	\$6,153.22	\$6,398.42	\$5,900.73	\$6,337.82	\$6,590.37
HUMAN RESOURCES SPECIALIST	\$4,120.00	\$4,326.00	\$4,429.00	\$4,243.60	\$4,455.78	\$4,561.87	\$4,370.91	\$4,589.45	\$4,698.73
HUMAN RESOURCES OFFICER	\$3,884.06	\$3,962.30	\$4,040.53	\$4,000.58	\$4,081.17	\$4,161.74	\$4,120.60	\$4,203.60	\$4,286.59
HUMAN RESOURCES ADMINISTRATOR	\$3,272.98	\$3,351.22	\$3,429.45	\$3,371.17	\$3,451.75	\$3,532.33	\$3,472.31	\$3,555.31	\$3,638.30

APPENDIX 4 – ALLOWANCES

Year	E	F	G
Vehicle Allowance (per km)			
Motor Cars (5 or more cylinders)	\$1.29	\$1.33	\$1.37
(less than 5 cylinders, electric cars)	\$1.06	\$1.09	\$1.13
Motorcycles (250cc & over)	\$0.61	\$0.63	\$0.65
(under 250cc)	\$0.48	\$0.49	\$0.51
Bicycles	\$0.12	\$0.12	\$0.13
Meal Allowances			
Meal A	\$13.89	\$14.31	\$14.74
Meal B	\$11.11	\$11.44	\$11.78
Qualification Allowances			
Cert IV TAE Allowance (from 1/1/2021)	\$47.67	\$49.10	\$50.57
Hospital / Grad Certificate	\$54.50	\$56.10	\$57.80
Post Grad Diploma or Degree	\$88.50	\$91.20	\$93.90
Masters	\$102.10	\$105.20	\$108.40
PhD	\$136.20	\$140.30	\$144.50