

**YOUR COMMUNITY HEALTH
MEDICAL PRACTITIONERS' SINGLE
ENTERPRISE AGREEMENT
2024 – 2027**

PART A – APPLICATION AND OPERATION OF THE AGREEMENT

1. Agreement Title

This agreement shall be known as the *Your Community Health Medical Practitioners’ Single Enterprise Agreement 2024 – 2027*.

2. Arrangement

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3. Commencement Date and Period of Operation

- 3.1** This Agreement shall come into effect seven days (7) from the date of approval by the Fair Work Commission.
- 3.2** This Agreement shall nominally expire on **[DATE]**.
- 3.3** This Agreement shall continue to operate after the nominal expiry date in accordance with the provisions of the Act.

4. Scope and Parties Bound

- 4.1** The parties to this Agreement are:
- a) Your Community Health Service Inc ("the Employer"); and
 - b) Registered medical practitioner's employed by the Employer except for those medical practitioner's undertaking an approved placement in general practice as part of a training program for general practice.

5. General Definitions

- 5.1 Act** means the *Fair Work Act 2009* (Commonwealth) as varied from time to time or any successor to that Act.
- 5.2 FWC** means Fair Work Commission.
- 5.3 Committee** means the Board of Governance.
- 5.4 Higher Qualifications** means qualifications obtained by a medical practitioner after graduation, and includes:
- a) postgraduate university degrees and diplomas for the purposes of registration as a medical specialist in Australia;
 - b) membership or fellowship of a recognised college or association of specialists for the purposes of registration as a medical specialist in Australia;
 - c) any other postgraduate qualification for the purposes of registration as a medical specialist in Australia; and
 - d) the first part or equivalent of a higher qualification as defined in this agreement.
- 5.5 Hourly rate** means one thirty-eighth of the appropriate weekly rate.
- 5.6 Practitioner** means a registered general practitioner.
- 5.7 Employer** means Your Community Health.

5.8 AMA means Australian Medical Association.

5.9 NES means the National Employment Standards.

6. Coverage and Special Working Group

6.1 The parties to this agreement agree to convene quarterly meetings over the life of this agreement to discuss, scope, and review the eligibility for other professionals such as but not limited to GP Registrars for the subsequent agreement.

6.2 This working committee will be agreed and established by the parties as soon as practicable following Agreement being approved by the FWC.

6.3 This working committee will comprise of nominated representatives from the Employer, Practitioners' and the AMA.

7. Procedure For Dispute Resolution

In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows;

7.1 The practitioner and their supervisor will meet and confer on the matter; and

7.2 If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the practitioner and their nominated representative, if any, and more senior levels of management.

- (a)** If the matter is still not resolved a discussion shall be held involving the Chief Executive Officer or their authorised delegate and between the employer's representative and any nominated representative of the practitioner.
- (b)** A party to the dispute may appoint another person, organisation or association to represent them in relation to the dispute.
- (c)** It is agreed that the above steps set out in sub-clauses 7.2(a), 7.2(b) and 7.2(c) must take place within the period of seven (7) days unless otherwise mutually agreed between the parties.
- (d)** If a dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (e)** It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless a practitioner has a reasonable concern about an imminent risk to their health or safety.
- (f)** Any dispute referred to FWC under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by the FWC.

8. Duties Of Practitioners

Practitioner's shall undertake the duties and responsibilities as set out in their position description and also:

- (a)** Provide prompt, efficient and diligent medical services to the Employer Patients within the area of their expertise and capacity, and at the hours

- required by the Employer;
- (b) Accurately record the item numbers of the services rendered to patients and at all times being aware of the full range of item numbers available;
- (c) Maintain full, accurate and legible medical records for all patients treated by the practitioner and in a form determined by the Employer, such records to be completed on the same day;
- (d) Co-operate with nursing and allied health staff in a multi-disciplinary environment;
- (e) Participate in such activities such as clinical governance and peer review;
- (f) Maintain at all times whilst employed by the Employer full membership of a medical defence organisation for fully indemnified non-procedural salaried Medical Practitioner's;
- (g) Give written notice to the centre in advance of all periods during which the practitioner will not be available;
- (h) Ensure that patient care is maximised by commencing sessions on time;
- (i) Co-operate with the introduction of new technology;
- (j) Participate in Performance and Development Review process based on Key Performance Areas determined by the Employer in consultation with the practitioner;
- (k) Maintain maximum flexibility in rostering arrangements and provide services at times which are best suited to the needs of patients. Rostering arrangements shall be determined in consultation with the practitioner; and
- (l) Immediately notify the Employer in writing should the practitioner become subject to an investigation by the Medical Practitioners' Board of Victoria or its successor, which may adversely affect the practitioner's ability to provide services to the Employer or otherwise fulfil the terms of the Agreement.

9. Types Of Employment

9.1 General

- (a) Practitioner's under this agreement will be employed as:
 - (i) full-time; or
 - (ii) part-time; or
 - (iii) casual or temporary.
- (b) At the time of engagement, practitioner's will be informed in writing of the nature of their contract of employment.

9.2 Full-time Employment

A full-time practitioner is one who is ready to work a full week of 38 hours, at the times and during the hours prescribed by the employer.

9.3 Part-time Employment

A part-time practitioner is a practitioner who:

- (a) Works less than full-time ordinary hours and has reasonably predictable hours of work.
- (b) Receives, on a pro-rata basis, equivalent pay, and conditions to those of full-time practitioner's who do the same work.

- (c) At the time of engagement, the Employer and the practitioner will agree in writing on the following matters:
- (i) regular pattern of work, specifying at least the hours worked each day;
 - (ii) which days of the week the part-time practitioner will work; and
 - (iii) any agreed variation to the regular pattern of work will be in writing.

9.4 Casual or Temporary Employment

- (a) A casual or temporary practitioner is one employed as such, to cover the duties normally performed by a practitioner on leave, performing other duties, or to cover a temporarily vacated position, and paid for each hour or part hour worked.
- (b) Casual or temporary employment may be terminated by the employer or the practitioner at any time without the requirement of prior notice by either party.
- (c) Casual or temporary practitioner's are not entitled to the benefit of the following clauses, other than unpaid personal leave as set out within this Agreement:
- (i) annual leave;
 - (ii) personal leave;
 - (iii) parental leave; and
 - (iv) long service leave (except as provided for in the Long Service Leave Act 2018).
- (d) Casual or temporary practitioner's will be paid an hourly rate of pay, plus a loading of 25%.

10. Termination Of Employment

10.1 Notice of termination by the Employer

- (a) At least four (4) weeks' notice of termination of employment is to be given by either the Employer or practitioner or four (4) weeks wages to be paid in lieu of such notice, unless the period of notice is reduced by mutual agreement or unless a different period or no notice is specified in this Agreement.
- (b) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the practitioner working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (c) In calculating any payment in lieu of notice, the wages a practitioner would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (d) The period of notice in this clause, shall not apply in the case of dismissal for serious misconduct that justifies instant dismissal including inefficiency, neglect of duty or misconduct and in the case of casual or temporary practitioner's, apprentices or practitioner's engaged for a specific period of time or for a specific task or tasks.

10.2 Notice of termination by a Practitioner

- (a) The notice of termination required to be given by a practitioner is the

same as that required of an employer, unless otherwise agreed by the Employer.

- (b) If a practitioner fails to give notice the employer has the right to withhold monies due to the practitioner to a maximum amount equal to the ordinary time rate of pay for the period of notice.

10.3 Time off during notice period

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

10.4 Summary dismissal

The Employer may summarily dismiss a practitioner at any time without the requirement to provide notice or payment in lieu of notice, counselling or warning if the practitioner is guilty of gross and willful misconduct. This may include but is not limited to:

- (a) Neglect of duty of serious nature or acts of dishonesty;
- (b) Breach of confidentiality or a serious conflict of interest affecting the performance and duties of the practitioner;
- (c) Revocation of the practitioner's practice certificate;
- (d) Alcohol abuse or improper drug or substance use adversely affecting the performance and/or behaviour of the practitioner;
- (e) Failure to follow lawful requests or directions;
- (f) Ceasing to hold current registration as required by the Health Practitioners' Regulation National Law, such other registration as is acceptable to the Employer or ceasing to hold membership of a recognised medical defence organisation;
- (g) Being found to have engaged in unprofessional conduct as defined in the Health Practitioners' Regulation National Law; and
- (h) Being found guilty of an indictable offence under the Crimes Act 1958.

11. Consultation Regarding Major Workplace Change

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

11.1 Definitions

Under this Agreement:

- (a) **Consultation** refers to a genuine opportunity to influence the decision maker, but not joint decision making.
- (b) **Significant effect** includes but is not limited to:
 - (i) termination of employment as a result of the change;
 - (ii) **reduction of hours of work and/or reduction in remuneration;**
 - (iii) **changes to an practitioner's classification or substantial duties (which includes restructuring of jobs) or outsourcing;**

- (iv) **the need for retraining or relocation / redeployment to another site (where flexibility of work locations is not provided for in the practitioner's contract of employment);**
 - (v) major changes in the composition or operation of the Employer's workforce or in the skills required including where this arises because of changes to the legal structure of the Employer; or
 - (vi) The elimination or diminution of job opportunities, promotion opportunities or job tenure, including as a result of technology changes.
- (c) **Measures to mitigate or avert** the adverse effect of change may include but are not limited to:
- (i) redeployment where it is reasonable in the circumstances to do so;
 - (ii) retraining of an practitioner or practitioner's;
 - (iii) salary maintenance;
 - (iv) job sharing; and
 - (v) maintenance of accruals.

11.2 Change Impact Statement to set out proposed workplace change

- (a) To facilitate consultation, the Employer shall provide affected practitioner/s and the Union covered by this Agreement with a written Change Impact Statement setting out all relevant information about the proposed workplace change including:
- (i) the details of proposed change;
 - (ii) the reasons for the proposed change;
 - (iii) **the possible effect on practitioner's of the proposed change;**
 - (iv) **measures the Employer is considering that may mitigate or avert the effects of the proposed change; and**
 - (v) **the right of an affected practitioner to have a representative including a Union representative.**
- (b) Where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of practitioner's must be undertaken in consultation with Health and Safety Representatives, and the proposed mitigating actions to be implemented to prevent such effects.

11.3 Meeting

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

11.4 Amendment to proposal

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

- (a) whether the Employer 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

- (d) affected practitioner's; and
a summary of how matters that have been raised by practitioner's and their nominated representative (if any) have been taken into account.

11.5 Parental leave or other absence

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

11.6 Disclosure of confidential information

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

11.7 Consultation about changes to rosters or hours of work

- (a) Where an Employer proposes to change an practitioner's regular roster or ordinary hours of work, the Employer must consult with the practitioner or practitioner's affected and their nominated representatives (if any) about the proposed change.
- (b) The Employer must:
 - (i) provide to the practitioner or practitioner's affected and their nominated representatives (if any) information about the proposed change (for example, information about the nature of the change to the practitioner's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the practitioner or practitioner's affected and their nominated representatives (if any), to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) consider any views about the impact of the proposed change that are given by the practitioner or practitioner's concerned and/or their nominated representatives (if any).
- (c) The requirement to consult under this clause does not apply where an practitioner has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

12. Managing Conduct And Performance (Discipline)

12.1 Application

- (a) Where the Employer has concerns about:
 - (i) the conduct of a practitioner or;
 - (ii) a performance issue that may constitute misconduct, the following procedure will apply.
- (b) There are two steps in a disciplinary process under this clause as follows:
 - (i) investigative procedure; and
 - (ii) disciplinary procedure.
- (c) A practitioner will be provided a reasonable opportunity to be represented at any time (including by the Association) with respect to all matters set out in this clause.
- (d) The Employer will notify the practitioner in accordance with subclause

12.4(b) as soon as practicable following the Employer becoming aware of the alleged concerns at subclause 12.1(a).

- (e) **Exception – practitioner’s who have not completed a minimum period of employment with their Employer.**
- (f) Where a practitioner has not completed a period of employment with their Employer of at least the minimum employment period defined at section 383 of the Act, and the Employer is considering the termination of the practitioner’s employment, the Employer will;
 - (i) provide the concerns in writing to the practitioner as soon as practicable following the Employer becoming aware of the alleged concerns;
 - (ii) **advise the practitioner of their right to have a representative, including an Association representative;**
 - (iii) other than in the case of Serious Misconduct, provide the practitioner an opportunity to improve their performance or conduct;
 - (iv) meet with the practitioner (and, where relevant, their representative); and
 - (v) consider any explanation by the practitioner including any matters raised in mitigation before making a decision to terminate the employment.
- (g) The terms of subclauses 12.3 to 12.5 inclusive do not apply to practitioner’s within the scope of the exception in this subclause 12.1(e).

12.2 Definitions

- (a) **Conduct** means the manner in which the practitioner’s behaviour impacts on their work.
- (b) **Misconduct** means a practitioner’s intentional or negligent failure to abide by or adhere to the standards of conduct expected by the Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer, the practitioner is unable to fulfil all or part of their job requirements to a satisfactory level.
- (c) **Performance** means the manner in which the practitioner’s fulfils their job requirements. The level of performance is determined by a practitioner’s knowledge, skills, qualifications, abilities and the requirements of the role.
- (d) **Procedural Fairness** means that a person whose interests will be affected by a decision receives a fair and reasonable opportunity to be heard before the decision is made. Procedural fairness is concerned with the decision-making process followed or steps taken by a decision maker rather than the actual decision itself.
- (e) **Serious misconduct** is as defined under the Regulations and is both wilful and deliberate. Currently Regulation defines serious misconduct to include:
 - (i) wilful or deliberate behaviour by a practitioner that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes serious and imminent risk to:
 - A. the health or safety of a person; or
 - B. the reputation, viability or profitability of the employer’s business.Conduct that is Serious Misconduct includes each of the following:
 - (iii) the practitioner, during the practitioner’s employment, engaging in:
 - A. theft;

- B. fraud;
 - C. assault; and
 - D. sexual harassment.
- (iv) the practitioner being intoxicated at work; and
- (v) the practitioner refusing to carry out a lawful and reasonable instruction that is consistent with the practitioner's contract of employment. Subclauses 12.2(e)(i)-12.2(e)(v) do not apply if the practitioner is able to show that, in the circumstances, the conduct engaged in by the practitioner was not conduct that made employment in the period of notice unreasonable.

12.3 Investigative procedure

- (a) 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.
- (b) The Employer will:
 - (i) advise the practitioner of the concerns and allegations in writing;
 - (ii) provide the practitioner with all material which forms the basis of the concerns before seeking a response;
 - (iii) ensure the practitioner is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
 - (iv) advise the practitioner of their right to have a representative, including a representative of the Association;
 - (v) ensure that the reason for any interview is explained; and
 - (vi) take reasonable steps to investigate the practitioner's response.
- (c) Where the Employer has complied with subclause 12.3(b)(i) –12.3(b)(iv) and the practitioner does not dispute the concerns, the practitioner may opt to decline the opportunity to be interviewed.
- (d) Where the practitioner opts to decline the opportunity to be interviewed, the practitioner may still raise matters under subclause 12.4(c) including matters in mitigation if a disciplinary procedure (see subclause 12.4) is proposed.
- (e) Where the practitioner is being stood down by the Employer during a process set out in this clause 12, the practitioner will receive ordinary pay for their rostered hours as if the practitioner was not stood down by the Employer.

12.4 Procedure to address poor Performance or Misconduct

- (a) The procedure applies if, following the investigation, the Employer reasonably considers that the practitioner's conduct or performance may warrant disciplinary steps being taken.
- (b) The Employer will:
 - (i) notify the practitioner in writing of the outcome of the investigation process, including the basis of any conclusion; and
 - (ii) **provide the practitioner with a reasonable opportunity to respond to the outcome of the investigation process, including the basis of any conclusion, before considering whether to take disciplinary action** at subclause 12.4(c) below.
- (c) In considering whether to take disciplinary action, the Employer will consider:
 - (i) whether there is a valid reason related to the conduct or performance of the practitioner arising from the investigation justifying disciplinary action;

- (ii) whether the practitioner knew or ought to have known that the conduct or performance was below acceptable standards; and
- (iii) any explanation by the practitioner relating to conduct including any matters raised in mitigation and any response to the outcome of the investigation process as described at 12.4(b) above.

12.5 Possible outcomes

- (a) Where it is determined that after following the procedures in this clause 12 that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct or performance and except for informal counselling, the steps shall be recorded on the practitioner's personnel file:
 - (i) where the performance or conduct issue does not constitute Serious Misconduct:
 - A. informally counsel the practitioner, which is to be confirmed in writing with the outcome not being recorded on the practitioner's personnel file; or
 - B. counsel the practitioner, which is to be confirmed in writing; or
 - C. give the practitioner a first written warning;
 - D. give the practitioner a second written warning in the event that the practitioner has previously been given a first warning within the previous 12 months for that course of conduct;
 - E. give the practitioner a final written warning in the event that the practitioner has previously been given a second written warning within the preceding 18 month period for that course of conduct;
 - F. terminate the practitioner's employment on notice in the case of a practitioner who repeats a course of conduct for which a final warning was given in the preceding 18 months; or
 - (ii) where the performance or conduct issues constitute Serious Misconduct:
 - A. terminate the practitioner's employment without notice; or
 - B. alternatively, issue the practitioner with a final warning without following the steps in subclauses 12.5(a)(i) to 12.5(a)(i)D above.
- (b) The Employer's decision and a summary of its reasons will be notified to the practitioner in writing.
- (c) If after any counselling, a period of six (6) months elapses without any further counselling or warning being required, all adverse reports relating to the disciplinary procedure under subclause 12.1 or to the counselling must be removed from the practitioner's personnel file. Nothing in this subclause prevents the Employer from applying a lesser period to the removal of all adverse reports relating to the counselling.
- (d) If after any warning or counselling, a period of 12, or in the case of a final warning, 18 months, without the practitioner repeating a course of Conduct for which the preceding warning or counselling was given, the Employer cannot rely on the preceding warning or counselling for the purpose of using a further warning. Nothing in this subclause prevents the Employer from applying a lesser period to the removal of all adverse reports relating to the warning.

12.6 Disputes

A dispute over this clause (including subclause 12.5) is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

12.7 Performance Management

For further information on Performance Management, please see clause 13 of this Agreement.

- (a) Nothing in this clause 12 will prevent the Employer from undertaking performance management to support practitioner's.
- (b) In this clause 12, performance management includes reasonable actions to address performance by identifying performance deficits, the Employer's expected outcomes and performance measures, and strategies to meet those measures including the provision of support and education the practitioner 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.
- (c) In this clause 12, performance management does not include sanctions in addition to those set out at subclause 12.5 above.

13. PERFORMANCE

13.1 Purpose

- (a) Regular feedback and review that is proactive, informed and constructive is an important part of professional development for practitioner's based on a shared commitment requiring good communication between the practitioner and the Supervisor / line manager.
- (b) The purpose of this clause is to ensure that where the Employer or supervisor/line manager has concerns as to possible underperformance which need to be managed beyond any regular feedback or review process, they are addressed in manner that is structured, transparent and fair.
- (c) Whether through regular feedback and review or, in the case of possible underperformance, performance management; feedback should enable practitioners' to optimise performance and communication and minimize unexpected feedback at the conclusion of a rotation through a reference
- (d) Practitioner's includes those that are not part of a formal training program.

13.2 Application of this clause

- (a) Where an Employer wishes to deal with performance issues of a practitioner, they will be dealt with in accordance with this clause 13.
- (b) Where an Employer has concerns about a performance issue that may constitute misconduct, they will be dealt with in accordance with clause 12. Where this occurs, the performance management process in subclauses 13.4(c), (d) and (e) will still apply where appropriate.

13.3 Informal

Where the Employer or the practitioner has concerns about an practitioner's performance, the Employer will, wherever appropriate, deal with these concerns through informal discussions

with the practitioner when these concerns first arise. The Employer will clearly outline the concerns. The practitioner will be given a reasonable opportunity to address the performance concerns.

13.4 Formal

- (a) Where the practitioner's work performance is not at an acceptable standard following the process in subclause 13.1(a) or it was not appropriate to deal with the concerns informally, the Employer may initiate a formal performance management process.
- (b) The Employer will provide to the practitioner in writing:
 - (i) details of the performance concerns including, where relevant, material that supports those concerns; and
 - (ii) notice of the practitioner's right to be represented by a Union or other representative.
- (c) The Employer will:
 - (i) meet with the practitioner and, where relevant, the practitioner's representative, to discuss the concerns;
 - (ii) ensure the practitioner is provided with a reasonable opportunity to answer any concerns including a reasonable time to respond;
 - (iii) give genuine consideration to any response or matters raised by an practitioner's response; and
 - (iv) if a performance management plan is proposed, consult with the practitioner and the practitioner's representative on the content of the plan.
- (d) Where, having considered the practitioner's response, the Employer reasonably believes, based on the practitioner's performance, that a performance management plan is appropriate, the Employer will:
 - (i) provide the performance management plan to the practitioner in writing following the consultation referred to at subclause 13.4(c)(iv) above, identifying which aspects of the practitioner's performance are unsatisfactory and the required level of performance which must be reasonable; and
 - (ii) provide the practitioner with a reasonable opportunity to address any concerns over a reasonable time.
- (e) The Employer will provide ongoing feedback on the practitioner's performance during this period, including if the practitioner's performance is not improving to a satisfactory standard, and will provide the practitioner with all reasonable support, counselling and training.

14. Performance Targets

Practitioner's employed under this Agreement are committed to participating in the Employer's Performance Appraisal Program (or however so titled) at least annually in order to improve quality of care, workplace skills, effectiveness, productivity and motivation of practitioners, and for staff to benefit from outcomes and career progression. Subject to this clause, the Medical Practitioner demonstrates to the employer that they have, over the preceding 12 months:

- (a) Undertaken career development relevant to Medical services and/or the services provided at the Employer's clinic or where this has not occurred, has entered into an arrangement where this will occur;
- (b) Satisfied the Employer's requirements as to throughput of clinical services and associated administrative duties. This includes achievement of output-based productivity targets;

- (c) Achieved an appropriate level of patient satisfaction; and
- (d) Fully complied with the Employer's operational policies and protocols as to infection control, clinical standards and response to emergency presentations.

15. Scope of Practice and Value Based Health Care:

- (a) The parties to this Agreement acknowledge that a significant amount of improvement in productivity and treatment outcomes can be achieved by better managing the treatment provided to clients. This may include (but is not limited to):
 - (i) The parties will work collaboratively to implement integrated multi-disciplinary teams that promote efficiency and productivity enabling the workforce to perform at their full scope of practice;
 - (ii) The parties are committed to utilising a team approach in providing medical assessment and/or treatment to patients;
 - (iii) the Employer may direct a practitioner to undertake the initial assessment, initial/partial treatment and/or full treatment of any client, often with the significant support from nursing and/or allied health workforce;
 - (iv) Practitioner's will participate in maximising the utilisation of all other registered medical, nursing and allied health practitioner's to the full extent of their scope of practice defined by their education, training and competence; and
 - (v) Practitioner's will participate in maximising the utilisation of the skills of the entire non-registered medical and allied health workforce to the full extent of their education, training and competence;
- (b) The Employer will be responsible, as part of its credentialing procedure, to assess each practitioner's scope of practice.

16. Redundancy

16.1 Definition

Redundancy occurs when an employer decides that the employer no longer wishes the job the practitioner has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

16.2 Transfer to lower paid duties

Where a practitioner is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the practitioner would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

16.3 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 10, a practitioner whose employment is terminated by reason of redundancy and subject to any further order of FWC, shall be entitled to the following

amount of severance pay in respect of a continuous period of service:

Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years,	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years,	12 weeks*

**There is a reduction in redundancy pay from 16 weeks to 12 weeks for practitioner's with at least 10 years continuous service. This is consistent with the 2004 Redundancy Case decision made by the Australian Industrial Relations Commission.*

- (b) Week's pay means the ordinary time rate of pay for the practitioner's concerned.
- (c) Provided that the severance payments shall not exceed the amount which the practitioner would have earned if employment with the employer had proceeded to the practitioner's normal retirement date.

16.4 Practitioner leaving during notice period

A practitioner whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. However, in this circumstance the practitioner will not be entitled to payment in lieu of notice.

16.5 Alternative employment

An employer, in a particular redundancy case, may make application to FWC to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an practitioner.

16.6 Time off during notice period

- (a) During the period of notice of termination given by the employer an practitioner shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the practitioner has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the practitioner shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

16.7 Superannuation benefits

- (a) Subject to further order of FWC, where an practitioner who is terminated receives a benefit from a superannuation scheme, they shall only receive under 16.3 the difference between the severance pay specified in that sub-clause and the amount of the superannuation benefit they receive which is attributable to employer contributions only.
- (b) If this superannuation benefit is greater than the amount due under 16.3 then they shall receive no payment under that clause.

16.8 Practitioner's exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including inefficiency, neglect of duty or misconduct, and in the case of casual or temporary practitioner's, apprentices or practitioner's engaged for a specific period of time or for a specific task or tasks.

16.9 Incapacity to pay

An employer, in a particular redundancy case, may make application to Fair Work Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

17. Statement of Service

17.1 The service will record the following particulars in respect of each practitioner:

- (a) date of commencement;
- (b) date of termination;
- (c) total period of service (years and months);
- (d) long service leave taken during the period of service, or payments made; and
- (e) accumulated sick leave at termination.

17.2 On request, a copy of the record will be furnished to a practitioner upon termination. A practitioner must produce the record to any subsequent service to be entitled to the accumulation of entitlements.

18. Remuneration

18.1 Remuneration for practitioner's shall be as follows:

Hourly rate	FFPPOA
\$121.00 per hour	1 July 2023
\$124.63 per hour	1 July 2024
\$128.36 per hour	1 July 2024
\$132.21 per hour	1 July 2026

Thereafter, remuneration for practitioner's will be increased on an annual basis from the first pay period to commence on or after 1 July each year and indexed in accordance with the CPI for the most recent quarter but no greater than 3%.

18.2 Work performed between midnight Friday and midnight Sunday will be paid at the rate of time and a half of the appropriate rate provided in sub-clause 18.1.

18.3 Remuneration is inclusive of the higher qualifications allowance.

18.4 All payments by the Employer shall be made to the practitioner's by bank transfer on a fortnightly, basis, subject to the appropriate tax instalments, and any other deductions agreed by the parties.

18.5 Where a practitioner is terminated, the Employer shall thereupon pay all remuneration to which the practitioner is entitled under the terms of this Agreement. Any advanced payments or overpayments made by the Employer shall be deducted from any entitlement standing to the credit of the practitioner pursuant to this Agreement.

18.6 The practitioner shall not seek any remuneration of any type from an Employer patient in respect of medical services for which payment has been made or is due in accordance with the terms of this Agreement.

19. Allowances

19.1 Travelling allowance

A practitioner who is required to travel in the course of duty will be reimbursed for all reasonable travelling and accommodation expenses incurred subject to prior authorisation being provided by the Employer, except where a motor vehicle is provided.

20. Professional Development

20.1 Whilst it is recognised that it remains the professional responsibility of practitioner's to maintain an appropriate level of skills and accreditation, the Employer will also encourage practitioner's to undertake professional development relevant to the acquisition of skills, knowledge and qualifications for the efficient performance of the Employer's core activities; for practitioner's progress along a career path and/or as a requirement to maintain Practitioner Registration.

20.2 Professional development may include attendance at both internal and external conferences and seminars.

20.3 Practitioner's who are engaged on a full-time basis will be entitled up to a maximum of 10 days' (76 hours') paid professional development leave (non- cumulative) per calendar year subject to a successful application to their Manager who will make a decision in concert with the Clinical Director (where relevant). Entitlements for part-time practitioner's will be calculated on a pro-rata basis. The provisions of this clause do not apply to casual or temporary practitioner's. Alternatively, practitioner's will be given the option to have the dollar value of the professional development leave entitlement paid as a reimbursement against the cost of a professional development attendance. This reimbursement will be paid on receipt and aligned to the financial reimbursement procedures.

20.4 It is the responsibility of the practitioner to make an application in writing to their manager and, where relevant, Clinical Director nominating the preferred date(s) and providing a brief description of the nature of the professional development activity proposed to be

undertaken and details of the relevance of the course to the practitioner's employment.

20.5 The practitioner's application must be made at least six (6) weeks prior to the nominated date(s) unless otherwise agreed by the Employer.

20.6 The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being received. If leave is not granted, the applicant will be notified of the reason(s).

21. Accident Pay

21.1 Definitions

(a) Accident pay – Total Incapacity

Accident pay in respect of a practitioner deemed to be totally incapacitated under the Act means a weekly payment of an amount representing the difference between:

- (i)** the total amount of compensation paid under Part IV of the Act for the week in question; and
- (ii)** the rate payable under this agreement.

(b) Accident pay – Partial Incapacity

Accident pay in respect of as such deemed to be partially incapacitated under the Act means a weekly payment of an amount representing the difference between:

- (i) the total amount of compensation paid under Part IV of the Act for the period in question together with the average weekly amount the practitioner is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the WorkCover Authority or as agreed between the parties); and**
- (ii) the rate payable under this agreement.** The rate will be the same as that applying for a total incapacity. However, where a practitioner receives a weekly payment under this clause and the payment is subsequently reduced pursuant to the Act, the reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.
- (iii) Where a practitioner receives accident pay and the pay is payable for incapacity for part of a week, the amount will be a direct proportion**

(c) Act means Accident Compensation Act 1985 (Vic).

(d) Injury has the same meaning and application as applying under the Act. No injury will result in the application of accident pay unless an entitlement exists under the Act.

21.2 Entitlement to Accident pay

An employer will pay a practitioner accident pay where the practitioner receives payment in respect of a weekly incapacity (within the meaning of the Act) in respect of which the employer is liable to pay compensation under the Act. The employer's liability to pay accident pay may be discharged by another person on the employer's behalf.

21.3 Accident pay does not apply

- (a) for the first five normal working days of incapacity;
 - (i) In the case **a practitioner** who **contracts** an infectious disease in the course of duty and is entitled to receive workers compensation, **will** receive accident pay from the first day of the incapacity.
- (b) to any incapacity occurring during the first two weeks of employment, unless the incapacity continues beyond this time. Accident pay will only apply to the period of incapacity after the first two weeks of employment;
- (c) to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as determined by the Act) unless the practitioner has been employed with the employer at the time of the incapacity for a minimum period of one month.

A practitioner on engagement may be required to declare all workers compensation claims made in the previous five years. In the event of false or inaccurate information being knowingly declared by the practitioner the employer is entitled to require the employer to forfeit their entitlement to accident pay under this clause.

21.4 Cessation of Accident pay

A practitioner's entitlement to accident pay ceases:

- (a) when the incapacity ceases; or
- (b) on the death of the practitioner; or
- (c) when the practitioner has received a total of 39 weeks accident pay for any one injury; or
- (d) when there is a cessation or redemption of weekly compensation payments under the Act, in which case accident pay will cease from the date of such cessation or redemption; or
- (e) where a practitioner refuses or fails to commence work after a medical referee; in accordance with the Act, has given a certificate specifying work for which the practitioner is fit and the employer makes this work available to the practitioner, in which case accident pay will cease from the date of the refusal or failure to commence work.

21.5 Termination of employment

- (a) A practitioner's entitlement to accident pay will continue on termination of employment by their employer, if the practitioner was incapacitated and receiving accident pay at the date of termination.
- (b) A practitioner with a partial incapacity will continue to receive accident pay from their employer on termination of their employment if:
 - (i) the employer cannot provide suitable employment for the practitioner to perform; and
 - (ii) alternative employment is available with another employer.

- (c) To qualify for the continuance of accident pay on termination of employment, a practitioner will provide evidence to their employer of the continuing payment of weekly workers compensation payments.
- (d) A practitioner's entitlement to accident pay on termination of their employment will cease if the termination is due to serious and/or willful misconduct on the part of the practitioner.

21.6 Absences on other paid leave

A practitioner is not entitled to payment for Accident pay in respect of any period of other paid leave of absence.

21.7 Notice of Injury

A practitioner on receiving an injury for which the practitioner claims to be entitled to receive accident pay, will give notice in writing of the injury to their employer as soon as reasonably practicable after the occurrence of the injury. Notice may be given by a representative of the practitioner.

21.8 Medical examination

To receive entitlement to accident pay a practitioner will conform to the requirements of the Act as to medical examinations.

21.9 Civil damages claims

- (a) A practitioner receiving or who has received accident pay will advise their employer of any action the practitioner may institute or any claim the practitioner may make for damages. The practitioner, if requested, will provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgment or settlement on that injury.
- (b) Where a practitioner obtains a judgment or settlement for damages in respect of an injury for which they have received accident pay, the employer's liability to pay accident pay will cease from the date of judgment or settlement. However, if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the practitioner will pay to the employer any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been reduced.
- (c) Where a practitioner obtains a judgment or settlement for damages against a person other than the employer in respect of an injury for which the practitioner has received accident pay, the employer's liability to pay accident pay will cease from the date of judgment or settlement. However, if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the practitioner will pay to the employer any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been reduced.

21.10 Variation in compensation rates

Any changes in compensation rates under the Act will not increase the amount of Accident pay

above the amount that would have been payable had the rates of compensation remained unchanged.

21.11 Insurance Against Liability

Nothing in this agreement requires an employer to insure against liability for accident pay.

22. Superannuation

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

22.2 The Employer will make superannuation contributions on behalf an practitioner to any of the following superannuation Funds nominated by an practitioner:

- (a) HESTA (Health Employees Superannuation Trust of Australia) or successor;
- (b) Aware Super (Aware Super Pty Ltd), or successor;
- (c) Any other Industry Superannuation Fund. Industry Superannuation Fund means a complying superannuation fund, as defined in the Superannuation Industry (Supervision) Act 1993, that:
 - (i) has twenty or more participating employers;
 - (ii) excluding any independent directors, provides for half of the trustee board to be comprised of practitioner representatives and/or nominated by one or more trade unions and half of the trustee board to be comprised of representatives of participating employers; and
 - (iii) operates on a “not for profit” basis.
- (d) where relevant superannuation legislation requires choice of superannuation fund in an enterprise agreement, any other Preferred Superannuation Fund nominated by the practitioner.

22.3 New Practitioner does not nominate fund

- (a) Upon commencement of employment, the Employer will make available the membership forms for the funds at sub-clauses 22.2(a) and 22.2(b) and will forward the completed membership forms to the practitioner’s choice of fund within 28 days.
- (b) In the event that the practitioner has not completed an application form within 28 days, the Employer will forward contributions and practitioner details to Aware Super while it provides a “MySuper” product as defined by the Act, or where required by superannuation legislation to the practitioner’s stapled superannuation fund.
- (c) Subject to the terms of the relevant trust deed of the superannuation fund, a practitioner may make additional contributions to their chosen superannuation fund and upon receiving written authorisation from the practitioner, the Employer will deduct such contributions from a practitioner’s salary and will forward such contributions to the chosen fund.

22.4 Absence from work

- (a) **Paid leave** – Unless prohibited by the relevant superannuation fund of which

the practitioner is a member, superannuation contributions will continue whilst a practitioner who is a member of the fund is absent on paid leave such as annual leave long service leave, public holidays, jury service, personal leave and compassionate leave.

- (b) **Unpaid leave (excluding parental leave)** – Superannuation contributions will not be required to be made in respect of any absence from work without pay excluding unpaid parental leave.
- (c) **Work related injury and illness** – Unless prohibited by the relevant superannuation fund of which the practitioner is a member, superannuation contributions will continue whilst a practitioner who is a member of the fund is absent due to a work related injury or illness provided that the practitioner is receiving workers compensation payments for or is receiving regular payments directly from the Employer in accordance with the statutory requirements, and the practitioner is receiving accident make-up pay in accordance with the clause 21.
- (d) **Parental Leave** – Effective from the FFPPOA commencement of this Agreement, the Employer will make superannuation contributions throughout any period of parental leave, paid or unpaid. Such contributions will be calculated as follows:
 - (i) the practitioner’s ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992 (Cth)* calculated on the practitioner’s pre-salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over the 26 full pay periods (52 weeks) immediately prior to commencing parental leave and divided by 52 (**Weekly Parental Leave Super Contribution**).
 - (ii) where a practitioner has been employed for less than 26 full pay periods (52 weeks) the calculations at sub-clause 18.1 will be done over the relevant shorter period of employment, as the case may be. For example, if a practitioner has been employed for 20 full pay periods (40 weeks), the practitioner’s ordinary time earnings will be calculated on the practitioner’s pre-salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over the 20 full pay periods (40 weeks) immediately prior to commencing parental leave and divided by 40.
 - (iii) the Weekly Parental Leave Super Contribution will be paid during each week of Parental Leave (both paid and unpaid) save that:
 - A. the practitioner 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 practitioner’s rate of pay increases under sub-clause 18.1, the practitioner’s pre-salary packaging earnings as calculated above will be increased accordingly from the relevant date and superannuation paid on the increased amount.

Example: The practitioner's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992 (Cth)* calculated on the practitioner's pre-salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over the 52 weeks immediately prior to commencing parental leave is \$104,000. The practitioner takes 12 weeks of paid parental leave followed by 40 weeks of unpaid parental leave. The \$104,000 divided by 52 results in a figure of \$2,000. The superannuation to be paid each week during the 52 weeks paid and unpaid parental leave will be calculated on this figure of \$2,000.

23. Hours of Duty

23.1 Ordinary hours of duty

- (a) A practitioner's ordinary hours of duty will consist of 38 hours per week spread over five day's per week; or
By mutual agreement in writing between the practitioner and Employer an average of 38 hours per week spread over a nineteen-day four-week period.

23.2 Each four-week period will stand alone

- (a) Unless the Employer cancels the accumulated day off, no accumulated day off will be carried forward to the subsequent four week period.
- (b) If the Employer cancels the accumulated day off, it will be taken as soon as practicable within the four week period.
- (c) The first eight hours worked on a cancelled accumulated day off will be paid at ordinary rates and any additional time will be paid at the appropriate overtime rate.

23.3 A part-time practitioner directed by an Employer to work rostered hours in excess of their contracted hours, will be paid overtime for those hours except where:

- (a) A part time practitioner who is offered and accepts additional rostered hours will be paid their ordinary rate of pay until their total weekly hours of work exceed the full-time ordinary hours for their classification prescribed in clause 23.

24. Overtime

- (a) Payment of overtime performed will only occur with the prior approval of the Employer.
- (b) At the direction of the Employer, authorised work in excess of 38 hours in any week, or 40 hours where a practitioner's hours of work are spread over a nineteen-day four week period in accordance with clause 23, will be paid at the rate of time and one half for the first two hours and double time thereafter. Where a practitioner continues authorised duty beyond rostered finishing time, overtime rates will apply.
- (c) Alternatively, by mutual agreement, overtime may be compensated by time off in lieu of payment for overtime. Time off in lieu shall be taken at a mutually agreed time or times and shall be based on the overtime rate.

25. Annual Leave

25.1 Entitlement

- (a)** Practitioner's are entitled to four weeks paid annual leave for each year of service on a pro rata basis.
- (b)** A practitioner who is required to work throughout the year in excess of 38 hours a week, or 40 hours where a practitioner's hours of work are spread over a nineteen day four week period in accordance with clause 23, or who is required to work and works ordinary hours on more than ten weekends during the annual leave year is entitled to five weeks' annual leave. A weekend is a Saturday or Sunday or both.

25.2 Taking of annual leave

The annual leave allowed by this clause must be allowed and must be taken as leave. Except as provided by clause 25.5, payment will not be made or accepted in lieu of annual leave.

25.3 Time of taking leave

Annual leave will be taken at a mutually agreed upon time within a period not exceeding six (6) months from the date when the annual leave accrued.

25.4 Public holidays during annual leave

If a public holiday, as prescribed in this agreement, falls within a period of annual leave, then extra time equivalent to the public holiday is added to the practitioner's annual leave.

25.5 Proportionate leave on termination

A practitioner whose employment is terminated with less than twelve month's service in any qualifying twelve-monthly period will be granted pro rata leave or payment in lieu.

25.6 Annual Leave Loading

- (a)** Upon the anniversary date of service, a practitioner will be paid a loading of 17.5% of the weekly wage based on four (4) weeks paid annual leave which will be paid once per year.
- (b)** Payments under 25.6(a) are subject to a maximum payment of the equivalent of the Australian Bureau of Statistics' male average weekly total earnings for the September quarter of the year preceding the year in which the date of accrual occurs. Where leave accrual is less than for a full year, this maximum is applied on a pro rata basis.

25.7 Personal leave whilst on annual leave

Where during a period of annual leave, a practitioner becomes not fit for work because of a personal illness or personal injury and upon return to work provides the Employer with proof that would satisfy a reasonable person of that personal illness or personal injury then the number of days that the practitioner was not fit for work will be deducted from the practitioners personal leave credit and the annual leave entitlement will be recredited accordingly.

25.8 Annual close down

- (a) Notwithstanding anything contained in this Agreement, the Employer may at its discretion close down any or all of the establishment during the Christmas/New Year period.
- (b) If the Employer chooses to close down any or all of the establishment, all practitioner's shall be given the option of:
 - (i) accrued annual leave; or
 - (ii) leave without pay.

26. Personal Leave

The provisions of this clause apply to full-time and regular part-time practitioner's, but do not apply to casual or temporary practitioner's, unless otherwise stated herein.

26.1 Amount of paid personal leave

- (a) Paid personal leave will be available to an practitioner when they are absent due to:
 - (i) personal illness or injury (sick leave); or
 - (ii) for the purposes of caring for an immediate family or household member that is sick and requires the practitioner's care and support (carer's leave); or
 - (iii) because of bereavement on the death of an immediate family or household member (bereavement leave).

26.2 The amount of personal leave to which an practitioner is entitled depends on how long they have worked for the employer and accrues as follows:

- (a) 30 days will be available in the first year of service;
- (b) 30 days will be available per annum in the second and subsequent years of service.

26.3 In any year unused personal leave accrues by the lesser of:

- (a) 28 days less the amount of sick leave and carer's leave taken during the year; or
- (b) the balance of that year's unused personal leave.

26.4 Personal leave accumulates from year to year.

26.5 Immediate family or household;

- (a) The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:
 - (i) a member of the practitioner's immediate family; or
 - (ii) a member of the practitioner's household.
- (b) The term immediate family includes:
 - (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the practitioner.
 - (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the practitioner or spouse of the practitioner.

26.6 Entitlement to Personal leave

- (a) A practitioner is entitled to use up to 28 days of the current year's personal leave in the first year of service and 28 days in the second and subsequent years of service subject to the conditions set out in this provision.
- (b) A practitioner is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.
- (c) Where a practitioner transfers from one Community Health Service to another, accumulated sick leave (if any) up to a maximum of 280 working hours will be credited to the practitioner in their new employment.
- (d) If the Employer so requires, the practitioner must provide evidence of the personal illness or personal injury that would satisfy a reasonable person, which may include a medical certificate of the illness or injury of the practitioner.

26.7 Bereavement leave

- (a) A practitioner is entitled to up to two working days, including the day of the funeral, as bereavement leave on the death or serious illness of a member of the practitioner's immediate family or household.
- (b) Proof of such death or illness shall be furnished by the practitioner to the satisfaction of the service.
- (c) This clause will have no operation while the period of entitlement coincides with any other period of leave.

27. Long Service Leave

27.1 Definitions

For the purposes of this clause the following definitions apply:

- (a) Pay means remuneration for a practitioner's normal weekly hours of work calculated at the practitioner's ordinary time rate of pay provided in clause 18 at the time leave is taken or (if they die before the completion of leave so taken) as at the time of the practitioner's and will include the amount of any increase to the practitioner's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.
- (b) Month means a calendar month. For example:
 - (i) a month commencing on 15 April will end at the close of business on 14 May; and
 - (ii) a month commencing on 31 October will end at the close of business on 30 November.
- (c) Institution will mean any Community Health Service, Society or Association registered pursuant to the Health Services Act 1988.
- (d) Statutory Body means the Health Department Victoria.
- (e) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

27.2 Entitlement

- (a) A practitioner will be entitled to long service leave with pay, in respect of continuous service with Institutions or Statutory Bodies in accordance with the provisions of this clause.
- (b) The amount of such entitlement will be:
 - (i) On the completion by the practitioner of fifteen years' continuous service, six months' long service leave and thereafter an additional two months' long service leave on the completion of each additional five years' service.
 - (ii) In addition, in the case of a practitioner who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the practitioner, 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
 - (iii) In the case of a practitioner who has completed at least ten years' service but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals one-thirtieth of the period of service.

27.3 Service entitling to leave

- (a) The service of a practitioner will include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the period required.
- (b) Service also includes all periods during which a practitioner was serving in His Majesty's Forces or was made available by the employer for National Duty.
- (c) When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months' duration will be disregarded.
- (d) Where a business is transmitted from one employer (the transmitter) to another employer (the transmittee) a practitioner who worked with the transmitter and who continued in the service of the transmittee will be entitled to count their service with the transmitter as service with the transmittee for the purposes of this clause.
- (e) For the purposes of this clause service will be deemed to be continuous notwithstanding:
 - (i) the taking of any annual leave or long service leave;
 - (ii) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in clause 26;
 - (iii) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (iv) any leave of absence of the practitioner where the absence is authorised in advance in writing by the employer to be counted as service;
 - (v) any interruption arising directly or indirectly from an industrial dispute;
 - (vi) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the practitioner's allowable period of absence

from employment. A practitioner's allowable period of absence from employment will be five weeks in addition to the total period of paid annual leave and/or sick leave which the practitioner actually receives on termination or for which he is paid in lieu;

- (vii) the dismissal of a practitioner if the practitioner is re-employed within a period not exceeding two months from the date of such dismissal;
 - (viii) any unpaid absence from work of a practitioner for a period not exceeding twelve months in respect of any pregnancy;
 - (ix) any other absence of a practitioner by leave of the employer, or on account of injury arising out of or in the course of their employment; and
 - (x) a practitioner, who commences Parental Leave, will not break continuity of service by any period of absence from employment between engagements not exceeding the periods set out in the Parental Leave provisions. Any period of such absence, which is unpaid, will not count as service.
- (f) In calculating the period of continuous service of any practitioner, any interruption or absence of a kind mentioned in 27.3.(e)(i) – 27.3.(e)(iv) will be counted as part of the period of their service, but any interruption or absence of a kind mentioned in 27.3.(e)(v) – 27.3.(e)(x) will not be counted as part of the period of service unless it is so authorised in writing by the employer.
- (g) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the practitioner concerned.

27.4 Payment in lieu of long service leave on the death of a practitioner

Where a practitioner who has completed at least ten years' service dies while still in the employ of the employer, the employer will pay to such practitioner's personal representative, a sum equal to the pay of such practitioner for one-thirtieth of the period of the practitioner's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the practitioner.

27.5 Payment for period of leave

- (a) Payment to a practitioner in respect of long service leave will be made in one of the following ways:
- (i) in full in advance when the practitioner commences their leave; or
 - (ii) at the same time as payment would have been made if the practitioner had remained on duty; or
 - (iii) in any other way agreed between the Service and the practitioner.
- (b) Where the employment of the practitioner is for any reason terminated before they take long service leave to which they are entitled the practitioner will be entitled to be paid in respect of such leave as at the date of termination of employment.
- (c) Except where the practitioner gives notice in writing that the practitioner has been employed by another Institution or Statutory Body, payment will be made in respect of such leave at the expiry of the practitioner's allowable period of absence from employment.
- (d) Where a practitioner gives notice in writing that the practitioner has been employed by another Institution or Statutory Body, the Service is no longer required to make payment to the practitioner in respect of such leave.

- (e) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the practitioner, the practitioner will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

27.6 Taking of leave

- (a) When a practitioner becomes entitled to long service leave, such leave will be granted by the Service within six (6) months from the date of the entitlement but the taking of such leave may be postponed to such date as is mutually agreed.
- (b) Any long service leave will be inclusive of any public holiday occurring during the period when the leave is taken.
- (c) If the service and a practitioner so agree:
 - (i) the first six months long service leave to which a practitioner becomes entitled may be taken in two or three separate periods; and
 - (ii) any subsequent period of long service leave to which the practitioner becomes entitled may be taken in two separate periods.
- (d) The service may by agreement with a practitioner grant long service leave to the practitioner before entitlement to that leave has accrued; provided that such leave will not be granted before the practitioner has completed ten years' service.
- (e) where the employment of a practitioner who has taken long service leave in advance is subsequently terminated for serious and willful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the practitioner upon termination, deduct and withhold an amount in respect of the leave in advance.

28. Parental Leave

28.1 Definitions

For the purposes of this clause:

- (a) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Practitioner or the Eligible practitioner's spouse;
 - (ii) 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 Practitioner for the purposes of adoption, other than a child or step-child of the Eligible Practitioner or of the spouse of the Eligible Practitioner or a child who has previously lived continuously with the Eligible Practitioner for a period of six months or more (Adopted Child); or
 - (iii) as the case requires, includes a Stillborn Child.
- (b) **Continuous Service** has the same meaning as long service leave and includes continuous service with one and the same. Employer or service with Institutions or Statutory Bodies in accordance with the provisions of that clause and includes any period of employment that would count as service under the Act.
- (c) **Eligible Casual Practitioner** means a casual practitioner that has been employed by the Employer 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 Employer on a regular and systematic basis.

- (d) **Eligible Practitioner** for the purposes of clause 28 means an practitioner who has at least 12 months Continuous Service.
- (e) **Practitioner Couple** has the same meaning as under the Act.
- (f) **Long Parental leave** means the 52 weeks' parental leave an Eligible Practitioner may take.
- (g) **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.
- (h) **Short Parental Leave** means the up to 8 weeks' concurrent parental leave an Eligible Practitioner who will not be the Primary Carer of a Child may take.
- (i) **Spouse** includes a person to whom the Eligible Practitioner is married and a de facto partner, former spouse or former de facto spouse of the practitioner. A de facto spouse means a person who lives with the practitioner as husband, wife or same-sex partner save that spouse does not include a former spouse.
- (j) **Stillbirth** means the delivery of a Stillborn Child.

28.2 Long Parental Leave – Unpaid

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

- (a) the birth of a Child (including a Stillbirth) of the Eligible Practitioner; or
- (b) the practitioner's spouse; or
- (c) the placement of a Child with the Eligible Practitioner for adoption; or
- (d) the Eligible Practitioner has or will have responsibility for the care of the Child, or in the case of a Stillbirth, the Eligible Practitioner would have had a responsibility for the care of the Child if the Child had been born alive.

28.3 Short Parental leave – Unpaid

This subclause applies to an Eligible Practitioner who is a member of an practitioner couple.

- (a) An Eligible Practitioner who will not be the Primary Carer of a Child (not taking Long Parental Leave) may take up to 8 weeks concurrent parental leave with the parent who will be the Primary Carer. Short Parental Leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than 2 weeks.
- (b) The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Practitioner is entitled (if applicable).

28.4 Hospitalised children – agreement to not take unpaid Parental Leave

If a Child is required to remain in hospital after the Child's birth, or is hospitalised immediately after the Child's birth, the practitioner may agree with the Employer that the practitioner will not take unpaid parental leave for a period (the permitted work period) while the Child remains in hospital. This may include where:

- (a) the Child was born prematurely;
- (b) the Child developed a complication or contracted an illness during the child's

period of gestation or at birth; or
the Child developed a complication or contracted an illness following the
Child's birth.

28.5 Paid Parental Leave

An Eligible practitioner, other than an Eligible Casual Practitioner, who has an entitlement to unpaid parental leave shall be entitled to the following:

- (a) In the case of the Primary Carer taking Long Parental Leave, ten (10) weeks paid parental leave provided that the Long Parental Leave is taken contemporaneously with the birth or placement of the Child;
- (b) In the case of the non-Primary Carer taking Short Parental Leave, two (2) weeks paid parental leave; save that an Eligible Practitioner is not entitled to both paid Long Parental Leave and paid Short Parental Leave in respect of the same birth or adoption;
- (c) The Employer and practitioner may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any Commonwealth Government scheme and may include a voluntary contribution to superannuation. Such agreement shall be in writing and signed by the parties. The practitioner will nominate a preferred payment arrangement at least four weeks prior to the expected date of delivery. In the absence of agreement, such leave shall be paid during the ordinary pay periods corresponding with the period of the leave;
- (d) The paid parental leave prescribed by this clause shall be concurrent with the unpaid entitlement prescribed by the NES / this Agreement; and
- (e) The Employer shall make a superannuation contribution on the paid parental leave at equivalent to that required by relevant legislation if such payments were deemed ordinary time earnings.

28.6 Notice and evidence requirements

- (a) An Eligible Practitioner must give at least ten (10) weeks' written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the practitioner must also provide a statutory declaration stating:
 - (i) that the practitioner will become either the Primary Carer or non-primary Carer of the Child, as appropriate, the particulars of any parental leave taken or proposed to be taken or applied for by the practitioner's spouse; and
 - (ii) that for the period of parental leave the practitioner will not engage in any conduct inconsistent with their contract of employment.
- (b) At least four (4) weeks before the intended commencement of parental leave, the practitioner must confirm in writing the intended start and end dates of the parental leave or advise the Employer of any changes unless it is not practicable to do so.
- (c) The Employer may require the practitioner to provide evidence which would satisfy a reasonable person of:
 - (i) in the case of birth-related leave, the date of birth, or expected date of birth of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth);

- (ii) 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); and
 - (iii) or 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.
- (d) Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and practitioner, an practitioner may commence parental leave at any time within six (6) weeks immediately prior to the expected date of birth. Where an practitioner continues to work within the six week period immediately prior to the expected date of birth, the Employer may require the practitioner 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 practitioner's pregnancy or hazards connected with the position.

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

- (a) An Eligible Practitioner entitled to Long Parental Leave may request the Employer to allow the Eligible Practitioner to extend the period of Long Parental Leave by a further continuous period up to twelve (12) months immediately following the end of the available parental leave.
- (b) Request to be in writing;
 - (i) the request must be in writing and must be given to the Employer at least four (4) weeks before the end of the available parental leave period.
 - (ii) the Employer must give the Eligible Practitioner a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
 - (iii) the Employer may only refuse the request on reasonable business grounds.
 - (iv) if the Employer refuses the request, the written response must include details of the reasons for the refusal.
 - (v) the Employer must not refuse the request unless the Employer has given the Eligible Practitioner a reasonable opportunity to discuss the request.
 - (vi) an Eligible Practitioner 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.

28.8 Parental leave and other entitlements

An Eligible Practitioner may use any accrued annual leave or long service leave entitlements concurrently with Long Parental Leave, save that the taking of that leave does not have the effect of extending the period of Long Parental Leave.

28.9 Transfer to a safe job

Where an practitioner is pregnant and, in the opinion of a Registered medical practitioner, is fit for work but it is inadvisable for the practitioner to continue in their present position for a stated

period (the risk period) because of:

- (a) illness or risks arising out of the pregnancy; or
- (b) hazards connected with the position.

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

28.10 Returning to work after a period of parental leave

An Eligible Practitioner will endeavour to notify the Employer of their intention to return to work after a period of Long Parental Leave at least four (4) weeks prior to the expiration of the leave, or where that is not practicable, as soon as practicable.

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

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 Practitioner who is entitled to a period of parental leave in relation to the Child may:

- (a) before the period of leave starts, give their Employer written notice cancelling the leave; or
- (b) if the period of leave has started, give their Employer written notice that the practitioner wishes to return to work on a specified day (which must be at least four (4) weeks after the date on which the Employer receives the notice).

28.12 Communication during Parental leave

Where an Eligible Practitioner is on parental leave and the Employer proposes a change that will have a significant effect within the meaning of clause 11 of this Agreement on the Eligible practitioner's preparental leave position, the Employer will comply with the requirements of such clause.

28.13 Keeping in touch days

- (a) This clause does not prevent an Eligible Practitioner from performing work for the Employer on a keeping in touch day while the Eligible Practitioner is taking Long Parental Leave. If the Eligible Practitioner does so, the performance of that work does not break the continuity of the period of Long Parental Leave.
- (b) Any day or part day on which the Eligible Practitioner performs work for the Employer during the period of leave is a keeping in touch day if:
 - (i) the purpose of performing the work is to enable the Eligible Practitioner 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
 - (ii) both the Eligible Practitioner and Employer consent to the Eligible Practitioner performing work for the Employer on that day.

29. Breast Feeding

- (a) **Paid break** – The Employer will provide reasonable paid break time for an practitioner to express breast milk for their nursing child each time such practitioner has need to express the milk, or breastfeed the child within the workplace, for one year after the child’s birth.
- (b) **Place to express or feed** – The Employer 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 practitioner to express breast milk or breastfeed a child in privacy. Appropriate refrigeration will be available in proximity to the area for breast milk storage.

30. Community Service Leave

- (a) A practitioner who engages in an eligible community service activity is entitled to be absent from their employment for a period if the period consists of one or more of the following:
 - (i) time when the practitioner engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity; and
 - (iv) unless the activity is jury service, the practitioner's absence is reasonable in all the circumstances.
- (b) Each of the following is an eligible community service activity:
 - (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory;
 - (ii) a voluntary emergency management activity; or
 - (iii) an activity prescribed in the Fair Work Regulations as an eligible community service activity.
- (c) A practitioner engages in a voluntary emergency management activity if, and only if:
 - (i) the practitioner engages in an activity that involves dealing with an emergency or natural disaster;
 - (ii) **the practitioner engages in the activity on a voluntary basis (whether or not the practitioner directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and** the practitioner is a member of, or has a member-like association with, a recognised emergency management body;
 - (iii) the practitioner was requested by or on behalf of the body to engage in the activity; or
 - (iv) 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.
- (d) A recognised emergency management body is:
 - (i) a body, or part of a body, that has a role or function under a plan that is for coping with emergencies and/or disasters;
 - (ii) is prepared by the Commonwealth, a State or a Territory;
 - (iii) is a fire-fighting, civil defence or rescue body, or part of such a body;
 - (iv) any other body, or part of a body for the purpose of which involves:
 - A. securing the safety of persons or animals in an emergency or natural disaster;
 - B. protecting property in an emergency or natural disaster; or
 - C. otherwise responding to an emergency or natural disaster; or a body, or part of a body, prescribed by the regulations.

- (e) A practitioner who wants an absence from their employment to be covered by this clause must give their employer notice of the absence.
- (i) **the notice** must be given to the employer as soon as practicable (which may be a time after the absence has started);
 - (ii) the notice must include the period, or expected period, of the absence;
 - (iii) a practitioner who has given their employer notice of an absence under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the practitioner has been or will be engaging in an eligible community service activity; and
 - (iv) a practitioner's absence from their employment is not covered by this clause unless the practitioner complies with this section.

31. Jury Service

- (a) An practitioner required to attend for jury service during ordinary working hours will be reimbursed by the employer the difference between the fee usually payable in respect of the attendance for such jury service and the ordinary rate of pay which would have been received in respect of the ordinary time which would have been worked had the practitioner not been on jury service.
- (b) An practitioner will notify the employer as soon as possible of the date upon which the practitioner is required to attend for jury service.
- (c) The practitioner will give the employer proof of such attendance, the duration of such attendance and the amount received in respect of jury service.

32. Public Holidays

- (a) **Entitlement to public holidays** – A practitioner will be entitled to the following holidays without loss of pay as listed by **Business Victoria** from time to time <https://business.vic.gov.au/business-information/public-holidays/victorian-public-holidays-2024>
- (b) **Prescription of additional days** – Where in the relevant States, Territories or localities, public holidays are declared or prescribed on alternate days, those days shall constitute additional holidays for the purpose of this agreement.
- (c) **Substitution of other days** – An Employer, with the agreement of the majority of the practitioner's, may substitute another day for any prescribed in this clause. An agreement pursuant to this clause will be recorded in writing and be available to every affected practitioner.
- (d) **Easter Saturday** – A practitioner who ordinarily works Monday to Friday and who does not work on Easter Saturday (Easter Eve) is entitled to one (1) day's pay, or by mutual consent may take one day off in lieu within four (4) weeks following that day or have one day added to annual leave.
- (e) **Payment for Working on a Public Holiday** – A practitioner who is required to work on a public holiday will receive one of the following:
 - (i) payment at the rate of double time and a half; or
 - (ii) payment at the rate of time and a half and one day will be added to their annual leave entitlement; or
 - (iii) payment at the rate of ordinary time, and one and a half days will be added to their entitlement or taken at another time, by agreement

between the employer and the practitioner.

33. SALARY PACKAGING

- (a) The Employer is presently eligible under relevant legislation to offer salary packaging to its practitioner's. While the employer remains eligible under relevant legislation to offer salary packaging to its practitioner's, the employer may offer eligible practitioner's the opportunity to package their remuneration in accordance with the Employer's Policy on Salary Packaging ("the Policy") as amended from time to time.
- (b) The parties agree that if salary packaging ceases to be an advantage to the practitioner, arrangements shall be made to convert the agreed amount packaged to remuneration or salary. Any costs associated with the conversion to salary shall be borne by the practitioner and the Employer shall not be liable to make up any salary lost as a consequence of an practitioner's decision to convert to salary.
- (c) The parties recommend to practitioner's who are considering salary packaging that they seek independent financial and taxation advice. The parties shall not be held responsible in any way for the cost or outcome of any such advice, and furthermore, the parties agree that any costs associated with salary packaging shall be paid for by the practitioner.

34. RENEWAL OF AGREEMENT

At least three (3) months prior to the expiration of this Agreement, the parties will commence discussions with a view to negotiating a further agreement, provided that any claim made by any party during this period is not supported by industrial action.

35. NO EXTRA CLAIMS

During the period of operation of this Agreement the parties subject to this Agreement, agree not to pursue any extra claims.

SIGNATORIES TO THE AGREEMENT:

Signed by the Employer Representative:

Name: Kent Burgess

Position: Chief Executive Officer

Address: 42 Separation Street, Northcote Victoria 3072

Date: 5 June 2024

Signature:

A handwritten signature in black ink, appearing to read 'K Burgess', written in a cursive style.

Name of witness to signature: Tanya Mandaliti

Signed by the Practitioner Representative:

Name: John Ryan

Position: Workplace Relations Adviser

Address: 293 Royal Parade, Parkville Victoria 3052

Date:

Signature:

Name of witness to signature: