

WOMEN'S HEALTH IN THE NORTH

ENTERPRISE AGREEMENT 2024



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PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the Women's Health In the North Enterprise Agreement 2024.

2. APPLICATION AND PARTIES BOUND

This clause shall have the effect of incorporating the provisions of the Social, Community, Home Care and Disability Services Industry Award 2010 (the SCHCADS Award) into this Agreement.

This Agreement shall apply within the State of Victoria and shall be binding on Women's Health In the North Inc. and all employees of Women's Health In the North Inc. covered by the Social, Community, Home Care and Disability Services Industry Award 2010 (the SCHCADS Award);

This Agreement shall be read and interpreted in conjunction with the Social, Community, Home Care and Disability Services Industry Award 2010 (the SCHCADS Award) and the National Employment Standards;

If there is any inconsistency between the terms of the Agreement and the SCHCADS Award the terms of the Agreement shall prevail over the Award, provided the terms of the Agreement are more favourable. If the Agreement is silent on any matter in the Social, Community, Home Care and Disability Services Industry Award 2010 the Award provisions shall apply;

If there is any inconsistency between the terms of this Agreement and the terms of the National Employment Standards, the terms of the Agreement shall prevail provided the terms of the Agreement are more favourable. If the terms of the NES are more favourable than the Agreement, the NES will prevail to the extent of any inconsistency.

3. DATE AND PERIOD OF OPERATION

This agreement shall commence operation from the seventh day after the date of approval by the Fair Work Commission, in accordance with section 54 of the Fair Work Act, and shall remain in force for a period of 3 years from that date. The Agreement will continue to operate after its nominal expiry date until such time as it is varied, replaced or terminated in accordance with the Fair Work Act.

4. VARIATIONS TO AGREEMENT

Subject to Part 2-4, Division 7, Subdivision A of the Fair Work Act 2009, this Agreement can be varied only as agreed to by the parties.

5. DEFINITIONS

5.1 **Agreement** means the Women's Health In the North Enterprise Agreement 2024.

5.2 **Employer** means Women's Health In the North Inc.

5.3 **Employee** means a person employed subject to this Agreement on either a full time,

part time, casual or fixed term basis.

5.4 **FBT** means Fringe Benefits Tax

5.5 **FWC** means Fair Work Commission.

5.6 **NES** means National Employment Standards.

5.7 **SCHCADS Award** means the Social, Community, Home Care and Disability Services Industry Award 2010.

5.8 **WHIN** means Women's Health In the North Inc.

6. INDIVIDUAL FLEXIBILITY

6.1 The employer and any employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

6.1.1 the agreement deals with one or more of the following matters:

(a) arrangements about when work is performed; and

6.1.2 the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph 6.1.1; and

6.1.3 the arrangement is genuinely agreed to by the employer and employee.

6.2 The employer must ensure that the terms of the individual flexibility arrangement:

6.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and

6.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

6.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

6.3 The employer must ensure that the individual flexibility arrangement:

6.3.1 is in writing; and

6.3.2 includes the name of the employer and employee; and

6.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

6.3.4 includes details of:

(a) the terms of the enterprise agreement that will be varied by the arrangement; and

(b) how the arrangement will vary the effect of the terms; and

(c) how the employee will be better off overall in relation to the terms and conditions of

their employment as a result of the arrangement; and

6.3.5 states the day on which the arrangement commences.

6.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.5 The employer or employee may terminate the individual flexibility arrangement:

6.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

6.5.2 if the employer and employee agree in writing — at any time.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

7. DISPUTE RESOLUTION

7.1 Dispute Resolution Procedure

7.1.1 This clause applies to any dispute in relation to a matter arising under this Agreement or the National Employment Standards, or any work related matter, including:

(a) a dispute arising from a matter under s.65 (1) of the Fair Work Act relating to an employee request for flexible working arrangements; and

(b) a dispute arising under s.76 (1) of the Fair Work Act relating to an employee request for an extension of unpaid parental leave.

7.1.2 The parties to the dispute will work co-operatively in an attempt to find a quick resolution to the dispute.

7.1.3 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute at any time.

7.1.4 Where a dispute occurs the following procedure will apply:

(a) Any dispute shall, in the first instance, be discussed between the employee/s concerned, their representative if requested and the relevant Manager, who will attempt to resolve the matter speedily.

(b) If the matter cannot be resolved at that level, it will be referred to the CEO who will attempt to resolve the matter speedily. The CEO shall consult with a representative appointed by the employee when endeavouring to resolve the dispute.

7.1.5 The procedure outlined in 7.1.4 must be completed within 14 working days, unless the parties mutually agree to extend the time.

7.1.6 If the dispute is unable to be resolved at the workplace after all mutually agreed steps have been taken, any party to the dispute may refer the matter to the Fair Work Commission.

7.1.7 The Fair Work Commission may deal with the dispute in two stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute and make a determination that is binding on the parties.

7.1.8 In accordance with the Fair Work Act, an appeal may be made against the decision of the Fair Work Commission by any party to the dispute.

7.1.9 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (c) If a dispute arises to change workplace practices, then for the duration of the resolution procedure, the employees will revert to work practices in place prior to the dispute arising and the union will not undertake any industrial action in relation to the dispute.

7.1.10 The parties to the dispute agree to be bound by a final decision made by the Fair Work Commission.

7.2 Disciplinary Procedure

7.2.1 The employer will ensure that it has a clearly documented and published disciplinary procedure that is appropriate to the size and nature of the organisation. Procedures will distinguish different processes for allegations relating to performance and misconduct.

7.2.2 When disciplining an employee or investigating any concern or allegation about the employee's work performance, the employer will adhere to the principles of natural justice and will ensure that the employee:

- is given a clear indication of the concern the employer holds; and
- has an opportunity to consider any concerns or allegations before being required to respond to those concerns or allegations; and
- has the opportunity to have representation at any level of any disciplinary process; and
- is made aware of the seriousness and likely consequences of the process being undertaken.

7.2.3 Where the disciplinary matter concerns work performance, the procedure should provide for adequate ongoing supervision/support and document the agreed timeframe for work performance improvements.

8. INTRODUCTION OF CHANGE/CONSULTATION

8.1 This clause applies if the employer:

- (a) plans to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

8.2 Major Change

8.2.1 For a major change referred to in subclause 8.1 (a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 8.2.2 to 8.2.8 apply.

8.2.2 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

8.2.3 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

8.2.4 As soon as practicable after making its decision, the employer must:

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

- 8.2.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees and their representatives.
- 8.2.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representatives.
- 8.2.7 If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclause 8.2.1(a) and subclauses 8.2.2 and 8.2.4 are taken not to apply.
- 8.2.8 In this clause, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs; or
 - (h) changes to the organisational structure of the employer; or
 - (i) outsourcing.

8.3 Change to Regular Roster or Ordinary Hours of Work

- 8.3.1 For a change referred to in subclause 8.1 (b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses 8.3.2 to 8.3.6 apply.
- 8.3.2 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 8.3.3 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 8.3.4 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees and their representatives the introduction of the change; and

(b) for the purposes of the discussion – provide to the relevant employees and their representatives:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.3.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees and their representatives.

8.3.6 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees and their representatives.

8.4 Following genuine consultation occurring, the employer will notify the employees and their representatives as soon as practicable following a final decision being made.

8.5. In this clause relevant employees means the employees who may be affected by a change referred to in subclause 8.1.

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

9. TYPES OF EMPLOYMENT

9.1 Types of employment

9.1.1 At the time of engagement, the employer will inform each employee of the basis of their employment, and will provide the employee with the relevant Fair Work Information Statements.

9.1.2 The employer shall provide each employee with written advice of the terms of their employment which specifies whether they are full-time, part-time, fixed term or specific task, or casual, an outline of the duties of the position, details of hours of work, and the classification and rate of pay of the position, and any other relevant details attaching to the employment arrangement.

9.1.3 Any agreed variation to the regular pattern of work will be recorded in writing.

9.2 Full-time employment

A full-time employee shall mean an employee who is engaged to work an average of 38 hours of ordinary time per week.

9.3 Part-time employment

9.3.1 A part-time employee is one who is engaged to work less than 38 hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.

9.3.2 The terms of this Agreement will apply to part-time employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.

9.4 Casual employment

9.4.1 A casual employee means an employee who is engaged on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the employee.

9.4.2 A casual employee shall be engaged for a minimum of three consecutive hours each shift.

9.4.3 A casual employee will be paid an hourly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by ongoing full time or part time employees.

9.4.4 A casual employee who has been employed by WHIN for a period of 12 months, and has been rostered on a regular and systematic basis over the last 6 months of that period, has the right to be offered and the right to request conversion to part time or full time employment, in accordance with the provisions set out in the National Employment Standards.

9.5 Fixed term or specific task employment

9.5.1 An employee may be engaged to work for a fixed term or a specific task on a full time or part time basis.

9.5.2 When offering employment on a fixed term or specific task basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of the employment, and that employment beyond the period is not expected.

10. TERMINATION OF EMPLOYMENT

10.1 Notice of termination by employer

10.1.1 Except in the case of casuals, employees on fixed term contracts and probationary employees or where the conduct of an employee justifies summary dismissal, in order to terminate the employment of an employee the employer shall give to the employee four weeks' written notice or four weeks' pay in lieu of notice.

10.1.2 In the case of probationary employees not subject to summary dismissal, the employer shall give the employee one week's written notice of termination or one week's pay in lieu of notice.

10.1.3 In addition to the notice in 10.1.1 above, employees over 45 years of age at the time of the giving of the notice with at least two years continuous service shall receive an additional week's notice or pay in lieu of notice.

10.1.4 Payment in lieu of the notice periods prescribed in 10.1.1 and 10.1.2 hereof shall be made if the appropriate notice period is not given or is not required to be worked. Provided that employment may be terminated by part of the period of notice specified and part payment made in lieu thereof.

10.1.5 In calculating any payments in lieu of notice, the employer shall use the wages an employee would have received in respect of ordinary time they would have worked during the period of notice had their employment not been terminated.

10.1.6 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies summary dismissal.

10.1.7 For the purposes of calculating continuous service under clause 10.1.3, service will be deemed to be continuous if a past employee has been re-employed by WHIN within 3 months of departure. Continuous service is not broken by such an interruption of employment, or by the absence of an employee on approved paid or unpaid leave, but the period of interruption of employment does not count for service. Continuity of service is broken where an employee has received severance pay in accordance with clause 11 (Redundancy) for their previous period of employment.

10.2 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, except that no additional notice as outlined in 10.1.3 is required.

In accordance with the Award, if an employee does not give the required period of notice, the employer may deduct from wages due to the employee an amount that is no more than one week's wages for the employee.

10.3 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

10.4 Summary dismissal

Notwithstanding the provisions of 10.1.1 and 10.1.2 hereof, the employer shall have the right to dismiss any employee without notice for serious conduct that justifies summary dismissal, as provided by the Fair Work Act 2009, which is not limited to but includes neglect of duty, assault upon a client, visitor or fellow employee, proven instances of theft and acts of wilful disobedience of a lawful and reasonable instruction from the employer (or delegate). In such cases the wage shall be paid up to the time of dismissal only.

11. REDUNDANCY

This clause must be read in conjunction with clause 8- Introduction of Change/Consultation. This clause sets out the entitlements of employees whose positions have been made redundant after a fair process outlined in clause 8 – Introduction of Change/Consultation.

11.1 Definitions

11.1.1 **Business** includes trade, process, business or occupation and includes any part of such a business.

11.1.2 **Redundancy** occurs where WHIN has made a definite decision that it no longer requires the job the employee has been doing to be done by anyone, and that decision leads to the termination of the employee, except where this is due to the ordinary and customary turnover of labour.

11.1.3 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

11.1.4 **Weeks' Pay** means the ordinary time rate of pay for the employee concerned provided that such a rate shall exclude:

- Overtime or Penalty rates;
- Disability allowances;
- Shift allowances;
- Special rates;
- Fares and travelling time allowances;
- Bonuses; and
- Any other ancillary payments of a like nature.

11.2 Transfer to Lower Paid Duties

Where an employee accepts a lower paid position by reason of redundancy the same period of notice must be given as the employee would have been entitled if the employment had been terminated for reasons of redundancy. WHIN may choose to make payment in lieu of notice of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate for the number of weeks of notice still owing. Where an employee does not accept redeployment to a lower paid position clause 11.3.1 shall apply.

11.3 Severance Pay

11.3.1 Severance Pay

An employee, whose position is made redundant, is entitled to a severance pay, the amount of which is determined by the length of their continuous service:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay

8 years and less than 9 years 14 weeks' pay

9 years and over 16 weeks' pay

*Weeks' pay is defined in 11.1.4

11.3.2 Continuous Service

For the purposes of calculating continuous service under clause 11.3.1, service will be deemed to be continuous if a past employee has been re-employed by WHIN within 3 months of departure, except where the employee had received severance pay in accordance with Clause 11 for their previous period of service. Continuous service is not broken by such an interruption of employment, or by the absence of an employee on approved paid or unpaid leave, but the period of interruption of employment does not count for service.

11.4 Employee Leaving During Notice Period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 10.1 - Notice of Termination.

In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with WHIN until the expiry of the notice, but will not be entitled to payment in lieu of notice.

11.5 Alternative employment

An employer in a particular redundancy case may make application to the Fair Work Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee. This provision does not apply in circumstances involving a transmission of business as in clause 11.7.

11.6 Job Search Entitlement

During the period of notice of termination given by WHIN in accordance with clause 10.1, an employee 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. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee 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.

11.7 Transmission of Business

The provisions of this clause are not applicable where a business is, before or after the date of this agreement, transmitted from an employer (the transmittor) to another employer (the transmittee) in any of the following circumstances:

(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

(b) Where the employee rejects an offer of employment with the transmittee; in which the terms and conditions are substantially similar and no less favourable considered on an overall basis, than

the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter and which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

(c) The Fair Work Commission may vary clause 11.7 if it is satisfied that this provision would operate unfairly in a particular case.

11.8 Employees Exempted

This clause does not apply to:

- (a) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) Probationary employees;
- (c) Apprentices;
- (d) Trainees;
- (e) Employees engaged for a specific period of time or for a specified task or tasks; or
- (f) Casual employees.

11.9 Incapacity to Pay

The Fair Work Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

11.10 Redeployment

Where possible, WHIN will seek to offer an employee, whose role has been made redundant, redeployment to a suitable alternative position. The provisions of this clause do not override the employee's option of taking up redundancy.

PART 4 – CLASSIFICATION STRUCTURE, RATES OF PAY AND RELATED MATTERS

12. CLASSIFICATION STRUCTURE

12.1 Employee positions will be classified in accordance with Levels 2 to 8 of the Social and Community Services Employees classification structure contained in the SCHCADS Award (refer Schedule A).

The purpose of the classification descriptions is to classify positions rather than describe the work in detail. The descriptions for each level are intended to cover a range of positions and are therefore generic in nature. Elements that are specific to the position are contained in the position description including classification level.

12.2 Position descriptions shall be used as the primary source of classifying positions. The position description shall be compared to the classification description to determine which level best

describes and fits the position description. WHIN may appoint an employee on a pay point other than the entry point based on an employee's previous relevant experience and skills.

12.3 The Chief Executive Officer position is not included in this classification structure.

13. RATES OF PAY AND PAY INCREASES

This Agreement provides for increases in salary as follows:

13.1 Employees under this agreement shall be paid 3% above the SCHCADS award rates applicable from the first full pay period on or after 1 July of each year of the agreement as determined by the Fair Work Commission 's annual wage review.

13.2 WHIN will ensure at all times that the rate of pay under this Agreement shall be maintained at 3% above the applicable rate of pay in the SCHCADS Award for the appropriate classification.

13.3 The pay rates payable to employees under the Agreement are set out in Schedule B, Pay Table.

13.4 Incremental progression and reclassification of positions

13.4.1 Annual progression from one incremental pay point to the next within each Level of the classification structure, up to the maximum increment within the Level, will be subject to the employee demonstrating satisfactory performance over the previous 12 months' employment.

13.4.2 Incremental increases will be payable from the first full pay period on or after the annual anniversary date of employment.

13.4.3 Movement to a higher Level within the classification structure will occur only upon promotion or reclassification of a position.

14. PAYMENT OF WAGES

14.1 Wages will be paid by within three working days of the end of the week following the end of the fortnightly pay period.

14.2 Wages will be paid by electronic funds transfer to a bank account, credit union or building society of the employee's choice.

14.3 At the time of making payment to the employee, the employer shall provide to each employee a payslip detailing the following information: name and classification of the employee; the period the pay relates to and the date of payment; the hourly rate of pay; the amount of payment including allowances; the amount of pay deductions; amounts of occupational superannuation contributions; and details of funds into which contributions are being paid.

15. HIGHER DUTIES ALLOWANCE

An employee who is called upon to perform the duties of another employee in a higher classification under this agreement for a period of five consecutive days or more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee being relieved.

16. SUPERANNUATION

16.1 Superannuation legislation

The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

16.2 Superannuation Fund

Employees can exercise choice in relation to the approved Superannuation Fund they wish their contribution to be paid into by the employer. The superannuation fund chosen must be an eligible choice fund and a fund that offers a MySuper product.

In the event that no choice is exercised by the employee then the default fund will be Health Employees Superannuation Trust Australia Fund (HESTA) or its successor. The HESTA superannuation fund is an eligible choice fund and is a fund that offers a MySuper product.

16.3 Employer contributions

The employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

16.4 Voluntary employee contributions

16.4.1 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 16.3.

16.4.2 The employer must pay the amount authorised under clause 16.4.1 no later than 28 days after the end of the month in which the deduction authorised under clause 16.4.1 was made.

16.4.3 Employees may salary sacrifice to their superannuation fund in line with legislative provisions.

16.4.4 Where an employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages (gross).

17. SALARY PACKAGING

17.1 All employees will have access to salary packaging arrangements in accordance with legislation and up to the FBT limit prescribed in legislation. Employee participation in salary packaging is optional.

17.2 The terms and conditions of a salary packaging arrangement will, when viewed objectively, be no less favourable than the entitlements otherwise available under this Agreement.

17.3 An employee's participation in salary packaging will be at no cost to the employer. The employee is responsible for paying any taxes (including FBT), charges, fees or other costs associated with salary packaging, including the administration fees charged by the external salary packaging provider.

17.4 In the event that salary packaging ceases to be an advantage to the employee, the employee may elect to discontinue salary packaging. Any costs associated with this discontinuation will be borne by the employee. The employer will not be liable to make up any benefit lost as a consequence of the employee's decision to discontinue salary packaging.

17.5 Superannuation contributions paid by the employer into an approved fund will be calculated on the gross rate of pay for the employee's classification under this Agreement.

17.6 The employer recommends that employees considering salary packaging seek independent financial advice. The employer will not be held responsible in any way for the cost or outcome of any such advice.

PART 5 – HOURS OF WORK AND ALLOWANCES

18. HOURS OF WORK

18.1 The ordinary hours of work for a full time employee will be 38 hours per week, or an average of 38 hours per week within a two week period or four week period, as agreed between the employer and employee.

18.2 The spread of hours will be from 8.00am to 7.00pm Monday to Friday.

18.3 By agreement, the ordinary hours may be worked up to 10 hours per day.

18.4 Records of daily hours worked, including starting and finishing times, will be kept by all employees.

18.5 Flexible Work Hours and Flexitime Accruals

By negotiation with the employer, employees may work flexible hours within the spread of hours defined in clause 18.2. The employer and employee must have regard to both operational

requirements, individual role requirements and occupational health and safety requirements when making an agreement regarding flexible start and finish times.

18.5.1 An employee may, subject to meeting operational and role requirements, vary their start and finish times each working day subject to:

(a) being at work between the core hours of 10am and 4pm (less a 30 minute lunch break), unless otherwise agreed;

(b) starting and finishing within the ordinary spread of hours of 8am to 7pm;

(c) working no more than 10 hours in any one day; and

(d) achieving the total weekly, fortnightly or monthly hours required of the position.

18.5.2 Any time worked beyond 7.6 hours in any one day, and within the ordinary spread of hours, will be accrued as flexitime on an hour-for-hour basis. This accrued time may be taken as a shorter working day/s and/or as a single day of 7.6 hours, by agreement with the employer. A maximum of 15.2 hours may be accrued at any one time unless agreed by the relevant manager or CEO.

18.5.3 All flexitime arrangements must be mutually agreed between the employer and employee.

19. MEAL AND REST BREAKS

19.1.1 An employee is not required to work more than five hours continuously without an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Such meal breaks will be free from duty and will not be counted as time worked.

19.1.2 Where an employee is required to work during a meal break, they will be paid for the duration of the meal period at the ordinary rate of pay. This paid meal period is to be counted as time worked.

19.2 Rest Breaks

Two rest periods of ten minutes each shall be given to each employee during each period of ordinary rostered hours and shall be counted as time worked.

20. OVERTIME

20.1 Subject to clause 20.2, the employer may, from time to time, require an employee to work reasonable overtime outside the ordinary hours of work (as defined in clause 18).

20.2 An employee may refuse to work overtime in circumstances where the request is unreasonable having regard to:

- Any risk to employee health and safety from working the extra hours;

- The employee's personal circumstances including any family responsibilities;
- The needs of the workplace; and
- The notice (if any) given by the employer of the overtime requirement.

20.3 All overtime must be approved in advance by the employee's manager.

20.4 Time in Lieu (TIL) of Paid Overtime

An employee who is required by the employer to work outside the ordinary spread of hours (as defined in clause 18.2) will take time off in lieu of paid overtime for all overtime hours worked at the following rates:

(a) For additional hours worked on weekdays the employee will take time off in lieu at the rate of time and a half for the first two hours and double time thereafter.

(b) For additional hours worked on weekends the employee will take time off in lieu at the rate of double time.

20.5 Accrued Time in Lieu will be taken at a time agreed between the employer and employee, and must be taken within 3 months of accrual.

20.6 Where accrued Time in Lieu cannot be taken within 3 months of accrual, the employer and employee will develop a mutually agreed plan for the time in lieu to be taken.

20.7 If, on the termination of the employee's employment, any accrued Time in Lieu of paid overtime has not been taken, the employer will pay the employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

21. OVERTIME MEAL ALLOWANCE

Where an employee is required by the employer to work overtime of more than one hour outside the ordinary spread of hours, the employer will either provide a suitable meal or pay the employee a meal allowance in accordance with the current SCHCADS Award meal allowance rate. Where such overtime work exceeds four hours a further meal allowance, in accordance with the current SCHCADS Award meal allowance rate, will be paid unless a suitable meal is provided.

22. TRAVEL ALLOWANCE

22.1 Where an employee is required to use their private motor vehicle in the course of work duties, the employee is entitled to be reimbursed at the rate of \$0.96 per kilometre or as amended from time to time in accordance with the SCHCADS Award.

22.2 When an employee is involved in travelling on duty, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.

22.3 The employee will not be entitled to reimbursement for expenses which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

22.4 An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the employer by the employee.

23. CONFERENCE LEAVE AND OVERNIGHT EXPENSES

23.1 Conference Leave

An employee may be granted leave without loss of pay to attend agreed conferences. Such leave will be determined by agreement between the employee and employer, in accordance with the requirements of the employee's role, organisational priorities and budgetary considerations.

Priority for conference leave will be given where WHIN has been accepted as a presenter (including conference paper, workshop and/or poster).

Where a conference requires attendance on a weekend day, the employee will accrue time in lieu at the rate of double time.

23.2 Meals and Accommodation

For approved conference attendances, the employer will pay for reasonable accommodation and meal costs, where no meal is provided. The employer will reimburse the employee up to \$70 per day for meals/incidental expenses. This reimbursement rate will be reviewed on an annual basis.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

24. ANNUAL LEAVE

24.1 Period of Leave

An employee, other than a casual employee, will be entitled to four weeks paid annual leave on ordinary pay for each twelve months of continuous service with the employer.

24.2 Annual leave exclusive of public holidays

If a public holiday falls within an employee's period of annual leave, and is observed on a day that would have been an ordinary working day for the employee, then the employee is taken not to be on paid annual leave on that public holiday.

24.3 Part-time Employment

24.3.1 A part-time employee shall be entitled to annual leave on a pro-rata basis of the leave prescribed in clause 24.1 for a full-time employee.

24.3.2 Provided that where the ordinary hours for a part-time employee have varied over a period of accrual for annual leave, the average ordinary hours shall be determined and used as the basis for calculating the payment for annual leave.

24.4 Annual leave loading

In addition to annual leave entitlement all employees shall be entitled to an annual leave loading of 17.5%.

24.5 Termination of Employment

24.5.1 An employee terminating employment during the year shall be entitled to pro rata holiday pay for the time worked.

24.5.2 All accrued annual leave including leave loading shall be paid out at the current ordinary rate on termination.

24.6 Time of Taking Leave

24.6.1 Annual leave shall be taken at a time that is mutually agreed between the employee and the employer.

24.6.2 Unless otherwise agreed between the employer and the employee, a minimum of one month's notice shall be given before taking annual leave.

24.7 Illness While on Annual Leave

24.7.1 Where an employee becomes sick whilst on annual leave on days on which they would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner or other relevant practitioner, or a statutory declaration, as evidence of being unfit for work, then the number of those days specified in the certificate or statutory declaration shall be deducted from the employee's sick leave entitlement, and shall be re-credited to their annual leave entitlement.

24.7.2 If annual leave loading, as provided for in clause 24.4, has been paid in respect of those sick days referred to in sub-clause 24.7.1 such leave loading shall not be re-credited.

24.8 Annual Close Down

The standard 3 work days that fall between the Christmas and New Year public holidays each year will be granted as grace-in-favour days for those employees who would normally work on those days.

24.9 Annual Leave in Advance

24.9.1 The employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

24.9.2 An agreement must:

- (a) state the amount of leave to be taken in advance and the date on which leave is to commence;
and
- (b) be signed by the employer and employee.

24.9.3 The employer must keep a copy of any agreement under clause 24.9 as an employee record.

24.9.4 If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.9, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

24.10 Cashing Out Annual Leave

24.10.1 Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.10.

24.10.2 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.10.

24.10.3 The employer and employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

24.10.4 An agreement under clause 24.10 must state:

- (a) the amount of leave to be cashed out and the payment to be made to the employee for it; and
- (b) the date on which the payment is to be made.

24.10.5 An agreement under clause 24.10 must be signed by the employer and employee.

24.10.6 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

24.10.7 An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

24.10.8 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

24.10.9 The employer must keep a copy of any agreement under clause 24.10 as an employee record.

24.11 Excessive Leave Accruals – General Provision

24.11.1 An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave.

24.11.2 If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

24.11.3 Clause 24.12 sets out how the employer may direct an employee who has an excessive leave accrual to take paid annual leave.

24.11.4 Clause 24.13 sets out how an employee who has an excessive leave accrual may require the employer to grant paid annual leave requested by the employee.

24.12 Excessive Leave Accruals – Direction by Employer

24.12.1 If the employer has genuinely tried to reach agreement with an employee under clause 24.11.2 but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

24.12.2 However, a direction by the employer under clause 24.12.1:

(a) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.11, 24.12 or 24.13 or otherwise agreed by the employer and employee) are taken into account; and

(b) must not require the employee to take any period of paid annual leave of less than one week; and

(c) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(d) must not be inconsistent with any leave arrangement agreed by the employer and employee.

24.12.3 The employee must take paid annual leave in accordance with a direction under clause 24.12.1 that is in effect.

24.12.4 An employee to whom a direction has been given under clause 24.12.1 may request to take a period of paid annual leave as if the direction had not been given.

24.13 Excessive Leave Accruals – Request by Employee

24.13.1 If an employee has genuinely tried to reach agreement with the employer under clause 24.11.2 but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

24.13.2 However, an employee may only give a notice to the employer under clause 24.13.1 if:

(a) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(b) the employee has not been given a direction under clause 24.12.1 that, when any other paid annual leave arrangements (whether made under clause 24.11, 24.12 or 24.13 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

24.13.3 A notice given by an employee under clause 24.13.1 must not:

(a) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.11, 24.12 or 24.13 or otherwise agreed by the employer and employee) are taken into account; or

(b) provide for the employee to take any period of paid annual leave of less than one week; or

(c) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(d) be inconsistent with any leave arrangement agreed by the employer and employee.

24.13.4 An employee is not entitled to request by a notice under clause 24.13.1 more than 4 weeks' paid annual leave in any period of 12 months.

24.13.5 The employer must grant paid annual leave requested by a notice under clause 24.13.1.

25. PURCHASED LEAVE

25.1 An employee may apply to the employer to purchase up to four additional weeks of annual leave in a year by sacrificing the equivalent salary for those additional weeks. Access to this arrangement will only be considered on application from an employee and the employer cannot require it as a precondition for employment.

25.2 Where the employer agrees to a reduction in the number of working weeks under clause 25.1, the employee will receive additional annual leave as follows:

(a) 48/52 weeks. Additional 4 weeks leave (8 weeks in total).

(b) 49/52 weeks. Additional 3 weeks leave (7 weeks in total).

(c) 50/52 weeks. Additional 2 weeks leave (6 weeks in total).

(d) 51/52 weeks. Additional 1 weeks leave (5 weeks in total).

25.2.1 The employee will receive a reduced gross annual salary equal to the reduced period worked (i.e. 48 weeks, 49 weeks, 50 weeks or 51 weeks) and the annual salary will be spread evenly over 26 pay periods.

25.2.2 Accrual of personal leave and long service leave by the employee will remain unchanged.

25.3 Approval of applications for purchased leave will rest with the employer, who will take into account operational needs and work requirements. Requests for purchased leave will not be unreasonably withheld.

25.4 An individual's purchased leave arrangement will be reviewed by the employer and employee on an annual basis to ensure it meets personal, performance and organisational requirements.

25.5 An employee may request a reversion to standard employment conditions or a variation to the purchased leave arrangement. No more than one such request can be made in any 12 month period.

25.6 The employer recommends that employees considering an application for purchased leave seek independent financial advice.

26. PERSONAL LEAVE

26.1 Paid personal leave is available to a full-time or part-time employee when absence is due to:

- personal illness or injury (sick leave); or
- providing care or support, due to illness, injury or emergency, for an immediate family member, household member or other significant person for whom the employee has caring responsibility (carer's leave).

26.2 For the purpose of this clause:

(a) immediate family member means a spouse /domestic partner, child, parent, sibling, grandparent, grandchild, or the employee's spouse/domestic partner's child, parent, sibling, grandparent or grandchild;

(b) household member means a person who lives with the employee;

(c) other significant person means a person regarded by the employee as a significant person and for whom the employee has caring responsibility.

26.3 In the event of an employee (other than a casual employee) being unable to attend work due to personal illness or injury, or the need to provide care and support to an immediate family member, household member or other significant person for whom the employee has caring responsibility, the employee will be entitled to paid personal leave as follows:

26.3.1 Full-time employees:

(a) during the first year of service –12 days (cumulative) personal/carers' leave plus an additional 3 days (non-cumulative) carer's leave;

(b) thereafter – 14 days (cumulative) personal/carers' leave plus an additional 3 days (non-cumulative) carer's leave.

26.3.2 Part-time employees:

Part-time employees will be entitled to personal/carers' leave on a pro-rata basis as above.

26.4 An employee's entitlement to personal leave accrues progressively during each year of service on a four weekly basis according to the employee's ordinary hours of work, and any unused portion of the employee's entitlement to personal leave (excepting the non-cumulative additional 3 days' carer's leave per year) will accumulate from year to year.

26.5 Personal leave in advance:

(a) From the commencement date of employment, and during the first five months of service only, an employee will be entitled to take up to five days of paid personal/carer's leave before the employee has accrued an entitlement to the leave. Any additional personal leave required, but not yet accrued, must be taken as unpaid leave.

(b) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid personal/carer's leave already taken in accordance with clause 26.5 (a), the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of personal/carer's leave taken in advance to which an entitlement has not been accrued.

26.6 Paid personal leave may be taken for part of a single day.

26.7 During the currency of any period of personal leave, the employer shall not terminate the service of an employee with the object of avoiding their obligations under this clause.

26.8 Sick Leave

26.8.1 To be entitled to paid sick leave an employee must notify the employer as soon as practicable before or on the day of absence, and shall on their return to work produce a certificate from a legally qualified medical or other relevant practitioner or a Statutory Declaration signed by the employee.

26.8.2 Provided that an employee may be absent through sickness for any single day without furnishing evidence of such sickness as provided in clause 26.8.1 on not more than a total of five working days in any one year of service.

26.8.3 Provided further that an employee's entitlement to payment for sick leave upon production of a Statutory Declaration shall be limited to not more than three occasions in each year in respect to absences not exceeding three consecutive working days duration.

26.8.4 Employees who are absent on sick leave either side of a public holiday without providing a medical certificate, Statutory Declaration or other evidence satisfactory to the employer within five working days after their return to work, shall not be entitled to be paid for that day absent.

26.9 Carer's Leave

26.9.1 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take carer's leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer of such absence at the first opportunity on the day of absence.

26.9.2 An employee taking carer's leave will, if required by the employer, provide a medical certificate or statutory declaration.

26.10 Unpaid Carer's Leave

An employee (including a casual employee) who has no accrued or unused paid personal/carer's leave available may elect, by agreement with the employer, to take unpaid leave for the purpose of caring for a family member, household member or other significant person who is ill.

27. COMPASSIONATE LEAVE

27.1 A full-time or part-time employee shall on notice be entitled:

(a) on the death or serious illness or injury of a spouse /domestic partner, parent, sibling, child, step-child, grandparent, grandchild or next of kin;

(b) on the death or serious illness or injury of the employee's spouse/ domestic partner's parent, sibling, child, stepchild, grandparent, grandchild or next of kin;

(c) on the death or serious illness or injury of a person regarded by the employee as a significant person and who is recognised by the employer as fulfilling the eligibility criteria for compassionate leave upon application by the employee for compassionate leave;

(d) on the stillbirth of a child, who would have been a member of the employee's immediate family or the employee's household if the child had been born alive;

(e) if the employee, or the employee's spouse/domestic partner, has a miscarriage

to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in four ordinary days' work for each permissible occasion.

27.2 Proof of such death or in the case of serious illness, dependence for care of such relation shall be furnished by the employee to the satisfaction of the employer.

27.3 An employee must give notice of taking compassionate leave as soon as practicable and must advise the employer of the period or expected period of the leave.

27.4 A casual employee may take unpaid compassionate leave in accordance with the provisions of clause 27.1.

27.5 Where the period of entitlement to compassionate leave occurs during any other period of leave, the employee may use their compassionate leave entitlement in lieu of the other leave.

28. LONG SERVICE LEAVE

28.1 All employees shall be entitled to long service leave in accordance with the Long Service Leave Act 2018 (Victoria), save for the following provisions:

(a) each employee shall be entitled to 13 weeks of long service leave on the completion of 15 years of continuous service, and thereafter an additional 8.666 weeks of long service leave on the completion of each additional five years of continuous service.

(b) Pro rata long service leave may be taken by the employee after 7 years of continuous service.

28.2 WHIN is a registered employer with the Victorian Portable Long Service Authority and will meet all its employer obligations for eligible employees registered with the Portable Long Service Benefits Scheme.

29. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to parental leave, supporting partner leave and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

(a) employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment; and

(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

The employer must not fail to re-engage a casual employee because:

(a) the employee or employee's partner is pregnant; or

(b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

29.1 Definitions

29.1.1 For the purpose of this clause, child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of sixteen years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse/partner of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

29.1.2 Subject to 29.1.1 in this clause, spouse/ partner includes a former spouse/partner (including same-sex partner or former partner) who has or will have a responsibility for the care of the child.

29.1.3 In relation to 29.5 (Adoption Leave), spouse/partner includes a same-sex partner but does not include a former spouse/ partner.

29.2 Basic entitlement

29.2.1 From commencement of employment, a parent shall be entitled to a total of 52 weeks unpaid and paid parental leave in relation to the birth or adoption of their child.

29.2.2 The paid parental leave component which may be taken consists of:

29.2.2 (a) parental/adoption leave for the primary carer of 14 weeks at full pay provided by WHIN.

29.2.2 (b) supporting partner parental/adoption leave of 6 weeks at full pay provided by WHIN.

29.2.2 (c) Up to 20 weeks (100 days) of Australian Government-funded Parental Leave Pay, at the National Minimum Wage rate, available either in full to a single parent or to be shared by the primary carer and the supporting partner (subject to meeting the Government eligibility criteria). Government-funded Parental Leave Pay is available in addition to paid leave provided under clauses 29.2.2 (a) and 29.2.2 (b).

29.2.3 In accordance with the provisions of the Fair Work Act, the unpaid parental leave component may be taken as:

29.2.3 (a) a single continuous period; or

29.2.3 (b) up to 100 days of flexible unpaid parental leave; or

29.2.3 (c) a combination of 29.2.3 (a) and 29.2.3 (b)

provided that the leave must end within 24 months of the birth or placement for adoption of the child.

29.2.4 Unpaid parental leave in accordance with clause 29.2.3 and paid parental leave provided by WHIN in accordance with clauses 29.2.2 (a) and 29.2.2 (b) may be taken concurrently by both parents for the birth or adoption of the child. Up to two weeks (10 days) of Government-funded parental leave pay, in accordance with clause 29.2.2 (c) can be taken concurrently by both parents.

29.3 Birth-Related Leave

29.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

29.3.1(a) at least 10 weeks written notice of the expected date of birth, together with a certificate from a registered medical practitioner confirming the pregnancy and the expected date of the birth;

29.3.1(b) at least 4 weeks written notice of the date on which the employee proposes to commence parental leave and the period of leave to be taken.

29.3.2 An employee shall not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.

29.3.3 Subject to 29.2.1 a pregnant employee may, by agreement with the employer, commence parental leave at any time during the pregnancy, but must commence parental leave no later than the date of birth of the child.

29.3.4 (a) Where a pregnant employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the employer may require the employee to provide a medical certificate stating that the employee is fit to work on their normal duties.

29.3.4 (b) Within the six week period prior to the expected date of birth, if the medical certificate required under 29.3.4 (a) states that the employee is fit to work but that it is not safe for them to continue in their present work, then the employee will be entitled to transfer to a safe job or, if there is no safe job available, to take no safe job leave in accordance with clause 29.9.

29.3.4 (c) Within the six week period prior to the expected date of birth, if the pregnant employee fails to provide a medical certificate within 7 days of a request for such by the employer, or if the medical certificate states that the employee is not fit to work at all, the employer can require the employee to commence parental leave.

29.3.5 Special parental leave

29.3.5 (a) Where the pregnancy of an employee not then on parental leave ends after 12 weeks due to miscarriage or abortion, the employee may take unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary.

29.3.5 (b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which they are entitled in lieu of, or in addition to, unpaid special parental leave.

29.3.5 (c) Where an employee not then on parental leave suffers an illness related to their pregnancy, the employee may take any paid personal leave to which they are then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before their return to work.

29.3.6 Where leave is granted under 29.3.3, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

29.3.7 In the event of a stillbirth or the death of a child within 24 months of birth, an employee who is entitled to parental leave in relation to the birth of the child will continue to be entitled to the period of paid and unpaid parental leave.

29.4 Adoption Leave

29.4.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the placement of a child has taken place earlier than expected.

29.4.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

29.4.2(a) the employee is seeking adoption leave as either the primary care-giver of the child or as the supporting partner/secondary care-giver of the child; and

29.4.2(b) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

29.4.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

29.4.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

29.4.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated period of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a partner, or other compelling circumstances.

29.4.6 An employee seeking to adopt a child is entitled to unpaid leave for the purposes of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

29.5 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

29.6 Extension of period of unpaid parental leave

29.6.1 An employee may request an extension of up to twelve months additional unpaid leave to be taken immediately following the initial twelve months parental leave period, provided that the total period of parental leave will not exceed 24 months.

29.6.2 The request must be made in writing at least four weeks prior to the end of the current parental leave period.

29.6.3 The employer will respond to the request in writing within 21 days of the request being made. The employer may refuse the request only on reasonable business grounds and only after giving the employee a reasonable opportunity to discuss the request.

29.6.4 If the employer refuses the request, the written response under subclause 29.6.3 must include details of the reasons for the refusal.

29.7 Parental leave and other entitlements

An employee may, in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued, subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 29.6.

29.8 Transfer to a safe job

29.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in their present position, the employee shall, if the employer deems it practicable, be transferred to a safe job until the commencement of parental leave.

29.8.2 An **appropriate safe job** is a safe job that has:

- (a) the same ordinary hours of work as the employee's present position; or
- (b) a different number of ordinary hours agreed to by the employee.

29.8.3 If the employee is transferred to an appropriate safe job for the risk period, the employer will pay the employee for the safe job at the employee's full rate of pay (for the position they were in before the transfer) for the hours that they work in the risk period.

29.8.4 If there is no appropriate safe job available, an employee who is entitled to parental leave may take paid no safe job leave for the risk period. No safe job leave will be paid at the employee's base rate of pay for the ordinary hours of work during the risk period. An employee who is not entitled to parental leave may take unpaid no safe job leave in these circumstances.

29.8.5 In accordance with clause 29.3.4(c), if the employee is on paid no safe job leave during the six week period before the expected date of birth of the child, and the employee has failed to comply with a request by the employer for a medical certificate stating whether the employee is fit for work, or if the medical certificate states that the employee is not fit to work at all, the employer may require the employee to commence parental leave.

29.9 Consultation during Parental Leave

29.9.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take all reasonable steps to:

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

29.9.2 During a period of parental leave, the employee will take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the

duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

29.9.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with clause 29.9.1.

29.10 Keeping in Touch Days

29.10.1 During a period of parental leave an employee may, by agreement with the employer, access up to 10 Keeping in Touch Days, with an additional 10 days available if the employee extends their period of parental leave beyond 12 months.

29.10.2 A Keeping in Touch Day is a paid work activity of one or more hours in a day for the purposes of keeping up to date with the workplace, refreshing skills and/or assisting a transition back to work. The use of Keeping in Touch Days will not extend the parental leave period.

29.10.3 Keeping in Touch Days are available to the employee by agreement with the employer, and the employer cannot require the employee to use Keeping in Touch Days during parental leave.

29.10.4 When utilised by agreement between the employee and the employer, Keeping in Touch Days can be worked as part days or full days, and the employee will be paid for the hours worked at their normal base rate of pay.

29.10.5 A Keeping in Touch Day cannot be worked earlier than 14 days after the birth or adoption of a child, and cannot generally be worked earlier than 42 days after the birth or adoption unless by specific request of the employee.

29.11 Returning to work after a period of parental leave

29.11.1 An employee will notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

29.11.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 29.8, the employee will be entitled to return to the position they held immediately before such transfer.

29.11.3 Where such position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

29.12 Replacement employees

29.12.1 A replacement employee is an employee specifically engaged, or temporarily promoted or transferred, as a result of an employee proceeding on parental leave or returning from parental leave in a part-time capacity.

29.12.2 Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and the rights of the employee who is being replaced.

29.13 Requests for Flexible Work Arrangements

29.13.1 An employee returning to work from parental leave has a right to request flexible work arrangements, including a request to work on a part-time basis in one or more periods until the child reaches school age.

29.13.2 The employee's request must be made in writing to the employer as soon as possible and not less than six weeks prior to the employee's intended return to work.

29.13.3 The employer will consider the request and provide a written response within 21 days of receipt of the request. The employer may only refuse the request on reasonable business grounds, which must be specified in writing.

29.14 Part-Time Work Agreement

29.14.1 With the agreement of the employer:

(a) an employee may work part-time in one or more periods while they are pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(b) an employee returning from parental leave may work part-time in one or more periods until the child reaches school age.

29.14.2 Before commencing a period of part-time employment under this clause the employee and the employer shall agree:

(a) that the employee may work part-time;

(b) the hours to be worked by the employee;

(c) the days upon which they will be worked and commencing times for the work;

(d) the classification applying to the work to be performed; and

(e) the period of part-time employment.

29.14.3 The terms of the part-time work agreement may be varied by mutual agreement.

29.14.4 Return to former position

29.14.4(a) An employee who commences part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

29.14.4(b) Nothing in clause 29.14.4(a) hereof shall prevent the employer from permitting the employee to return to their former position after a second or subsequent period of part-time employment.

29.14.5 Effect of part-time employment on continuous service

Commencement of part-time work under this clause, and return from part-time work to full time work under this clause, shall not break the continuity of service or employment.

29.14.6 Termination of employment

The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this Agreement, but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

30. STUDY LEAVE & PROFESSIONAL DEVELOPMENT AND TRAINING

30.1 Study Leave

30.1.1 An employee (excepting casual employees) may be granted up to ten days (76 hours) study leave per year (pro rata and non-cumulative) without loss of pay to fulfil the assessment and examination requirements of an approved study course of direct relevance and benefit to the work of WHIN. Approved study leave may be taken in blocks of one hour or more.

30.1.2 The employee will be required to apportion lectures and tutorials to hours outside of work. Where this is not possible, the employee may, by agreement with the employer, utilise study leave (as per clause 30.1.1) for this purpose.

30.1.3 Applications for study leave must be made in advance and can be made for a full year of study or part thereof. Study leave will be subject to an annual application process.

30.2 Other Professional Development & Training

30.2.1 An employee may be granted leave without loss of pay to attend agreed short courses, training, seminars, workshops and conferences. Such professional development and training will be determined by agreement between the employee and employer, in accordance with the requirements of the employee's role, organisational priorities and budgetary considerations.

31. UNPAID LEAVE AND CAREER BREAKS

31.1 After three years continuous service, an employee (except casual employees) shall be able to request unpaid leave, up to a maximum of 12 months, for personal, career or professional development purposes. Unpaid leave requests may be granted at the discretion of the employer, based on operational requirements.

31.2 Any absence on unpaid leave, as described in clause 31.1, will not break the continuity of service of an employee but will not be taken into account in calculating the period of service for any purpose of this Agreement.

32. PUBLIC HOLIDAYS

32.1 An employee shall be entitled to holidays on the following days without deduction of pay:

a) New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, King's Birthday, Labour Day, and Melbourne Cup Day; and

(b) any other day or part-day which may be declared under Victorian State law to be observed as a public holiday including the following days, as prescribed in the State of Victoria: Easter Saturday, Easter Sunday and Grand Final Eve.

32.2 The following provisions shall also apply:

32.2.1 Where public holidays are declared or prescribed by the Victorian government or federal government on days other than those set out in 32.1(a) and (b) those days shall constitute additional or substitute holidays for the purpose of this Agreement.

32.2.2 A part-time employee who is not ordinarily required to work on the day of the week on which a public holiday is observed shall not be entitled to any payment for such a public holiday, unless they are required to work on a public holiday.

32.2.3 An employee who is entitled to the Australia Day public holiday may, by agreement with the employer, work on the prescribed Australia Day holiday and take another agreed day as a substitution for that public holiday. The employee will be paid at their ordinary rate of pay and will not receive any additional payment for working on the public holiday.

32.2.4 An employee who is entitled to any other prescribed public holiday as set out in 32.1(a) and 32.1(b) may request to substitute another day for the day that would otherwise be a public holiday under the NES. The requested day will be substituted if the employer agrees to the employee's request. The employee will be paid at their ordinary rate of pay and will not receive any additional payment for working on the public holiday.

32.3 Payment for working on a public holiday

An employee required to work on a public holiday will be paid double time and half of their ordinary rate of pay for all time worked.

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

33. CEREMONIAL AND CULTURAL LEAVE

33.1 Ceremonial Leave

33.1.1 An employee who is required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year (non-cumulative), or may use accrued annual leave, flexitime or TIL entitlements for such purposes, with the approval of the employer.

33.1.2 The employer may request reasonable evidence to support the employee's application for leave.

33.2 Cultural Leave

33.2.1 An employee who is required to observe days of cultural, ceremonial and/or religious significance, not otherwise provided for in clause 32 (Public Holidays) or clause 33.1 (Ceremonial Leave), may apply for unpaid leave of up to 10 days in any one year (non-cumulative), or may use accrued annual leave, flexitime or TIL entitlements for such purposes, with the approval of the employer.

33.2.2 Requests for cultural leave must be made at least 2 weeks in advance. The employer may request reasonable evidence to support the employee's application for leave.

34. COMMUNITY SERVICE LEAVE

34.1 Jury Service

34.1.1 An employee required to attend for Jury Service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service and the amount of ordinary salary that the employee would have received in respect of the ordinary time they would have worked had they not been on Jury Service.

34.1.2 An employee shall notify their employer as soon as possible of the date upon which they are required to attend for Jury Service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

34.2 Emergency Service Leave

34.2.1 The employer will allow an employee who is a member of, or has a member like association with, a recognised emergency management service including, but not limited to, the Country Fire Authority, State Emergency Service, Red Cross or St John Ambulance to be released from normal duty to assist in regard to a voluntary emergency management activity.

34.2.2 Voluntary emergency management activity means an activity that involves dealing with an emergency or natural disaster. Community service leave for this purpose will be unpaid. The employee may choose to apply to use any accrued paid leave to which they are entitled.

34.2.3 An employee released to perform volunteer emergency duty will not be required to attend for work for the period of time that the employee is engaged in the eligible community service activity including travelling time and rest time following the activity. The time taken must be reasonable in the circumstances.

34.2.4 The employer can require notice of the absence as soon as practicable and can require an indication of the expected period of absence.

34.2.5 The employer may request confirmation in writing from the relevant authority that the employee was engaged in the community service activity.

35. FAMILY VIOLENCE LEAVE

35.1 General Principle

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing support to employees who experience family violence.

35.2 Definition of Family Violence

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

35.3 Leave Provisions

35.3.1 An employee experiencing family violence may access up to 20 days per year (noncumulative) of paid Family Violence Leave (inclusive of NES paid family violence leave provisions) for medical appointments, legal proceedings and other activities related to the family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, and may be taken without prior approval.

35.3.2 An employee who is supporting a family or household member or a personal friend experiencing family violence may access up to 5 days per year (non-cumulative) of paid Family Violence Leave to accompany them to court, to hospital, to mind children, or to provide practical support.

35.4 General Measures

35.4.1 Employees are required to notify the employer as soon as practicable that Family Violence Leave is being taken.

35.4.2 Proof of family violence may be required and can be in the form of an agreed document issued by the police, a court, a doctor, nurse, lawyer, psychologist, counsellor or family violence support service. A signed statutory declaration can also be offered as proof.

35.4.3 All personal information concerning family violence will be kept confidential in line with relevant legislation. No information about family violence (with the exception of leave records) will be kept on an employee's personnel file without their express written permission.

35.4.4 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

35.4.5 An employee experiencing family violence may raise the issue with a manager or the CEO.

35.4.6 The employer will develop policies and procedures to supplement this clause and which detail the appropriate action to be taken when an employee reports family violence.

35.5 Individual Support

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

- (a) changes to their work hours or work patterns where possible;
- (b) job redesign or changes to duties where possible;
- (c) changes to the employee's telephone number or email address to avoid harassing contact;
- (d) any other appropriate measure, including those available under existing provisions for family-friendly and flexible work arrangements.

35.5.2 An employee experiencing family violence will be provided with information on and referrals to appropriate support services and counselling services.

36. BLOOD DONOR LEAVE

Employees may be granted paid leave, for up to two hours every three months, for the purpose of donating blood.

37. REPRODUCTIVE HEALTH AND WELLBEING LEAVE

37.1 Subject to the terms of this clause, employees (other than casual employees) may access up to five days of paid leave per year (pro rata and non-cumulative) for the purpose of management and treatment of reproductive health conditions.

This leave may be taken as consecutive or single days, or as part of a single day.

37.2 Definition

For the purpose of this clause, reproductive health and wellbeing refers to conditions relating to menstruation, perimenopause and menopause; polycystic ovary syndrome, endometriosis and other reproductive health disorders; assisted reproductive health services and treatments; surgical procedures; miscarriages; and abortions.

37.3 Leave Requests

The employee will notify the employer as soon as reasonably practicable of a request to take leave under this clause.

If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this clause. Such evidence may include a document issued by a legally qualified medical doctor or other treating health professional (including a medical certificate) or a Statutory Declaration signed by the employee.

37.4 Flexible Work Arrangements

The employer will consider any reasonable request from an employee for flexible work arrangements to assist in managing the employee's reproductive health condition. Flexible work arrangements may include, but are not limited to:

- flexible working hours;
- work from home provisions;
- reasonable adjustments to the work environment or work conditions to alleviate or manage symptoms or treatment needs.

38. GENDER AFFIRMATION LEAVE

38.1 General Principle

The employer is committed to providing support to employees who are transgender (or trans) and seek to affirm their gender.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee who:

- (a) is employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment; and
- (b) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

38.2 Definitions

For the purpose of this clause:

- (a) **Transgender** is used as an umbrella term to encompass the experiences of people whose gender identity does not align with their sex assigned at birth, and is inclusive of trans binary (transgender men, transgender women) and trans non-binary (non-binary, agender, and genderqueer) people; and
- (b) **Gender affirmation**, sometimes known as gender transition, refers to actions a trans person takes to affirm or express their gender through social, legal and/or medical avenues.

38.3 Leave Provisions

A transgender employee may access up to 20 days paid leave per year (pro rata and non-cumulative) for actions related to affirming their gender, including but not limited to:

- (a) Psychosocial support, including but not limited to psychological assessments required for medical gender affirmation, supportive counselling and peer support;
- (b) Medical and allied health support, including but not limited to appointments related to accessing gender affirming hormones, gender affirming surgery, occupational therapy,

physiotherapy, voice coaching, electrolysis, fertility preservation and other areas associated with gender affirmation;

- (c) Appointments related to legal and identification-related documentation amendment procedures.

This leave will be in addition to other existing leave entitlements and may be taken as consecutive or single days, or as part of a day.

38.4 Leave Requests

A request for gender affirmation leave must be made to the employer as soon as practicable. If an employee plans to take a period of gender affirmation leave of a week or more, then four weeks' notice prior to the planned commencement of leave is expected as far as practicable.

The employer may require reasonable documentary evidence to support the employee's request. A request for gender affirmation leave will not be unreasonably refused.

38.5 Confidentiality

All personal information provided to the employer will be kept confidential in line with relevant legislation.

38.6 Individual Support

The employer will take all reasonable steps to provide a safe, inclusive, affirming and supportive working environment for transgender employees.

Support to transgender employees accessing gender affirmation leave may include:

- If desired by the employee, and with the employee's involvement, developing a gender affirmation support plan with the employee's supervisor or a colleague of their choosing.
- Access to flexible work arrangements, including work from home provisions.
- Assisting the employee to access the Employee Assistance Program or other support services.
- Updating organisational records and systems to reflect the employee's name, sex and/or gender changes.

The employer will develop a policy and procedure to supplement this clause, and which will detail the appropriate action to be taken in the event that an employee initiates a gender affirmation process.

PART 7 – EMPLOYEE SUPPORT

39. EMPLOYEE ASSISTANCE PROGRAM

All paid employees will have access to an employer-funded Employee Assistance Program, in accordance with the WHIN Employee Assistance Program (EAP) Policy, which includes:

- (a) Up to six confidential counselling sessions in a calendar year; and
- (b) Provision for the employee to choose a suitably qualified and experienced professional counsellor appropriate to the employee's specific needs.

40. STAFF SUPERVISION AND SUPPORT

Supervision and support will be provided to all employees on a regular scheduled basis in accordance with the WHIN Staff Supervision and Support Policy.

41. WORKING FROM HOME

41.1 The employer acknowledges the potential benefits of employees having access to working from home arrangements to support workplace flexibility and promote work-life balance.

41.2 Prior approval from the relevant manager or CEO is required for any working from home arrangement.

41.3 Employees may request to work from home for all or part of their working week, on either an ongoing or ad hoc basis.

41.4 Working from home arrangements will be considered by the employer on a case-by-case basis having regard to:

- (a) the nature of the employee's work and individual role requirements;
- (b) the employer's operational requirements;
- (c) the employee's personal circumstances;
- (c) the impact on other employees;
- (d) the impact on individual and organisational productivity and performance;
- (e) occupational health and safety considerations;
- (f) any legislative or Government mandated restrictions/orders; and
- (g) any other relevant factors.

41.5 Requests for working from home arrangements will not be unreasonably refused.

41.5.1 Any refusal of a working from home arrangement will be provided in writing within 21 days of the request being made and will set out the reasons why the request was refused.

41.5.2 The employee has the right to request that the refusal be reviewed and/or meet with the employer to discuss alternate arrangements that would meet both operational requirements of the employer and the needs of the employee.

41.6 A working from home arrangement agreed between the employer and employee will be put in writing and will include a specific duration. The agreement will be regularly reviewed so that the arrangements remain effective and viable for all parties, including other team members.

41.7 The employer may, with no less than one month's notice, terminate a working from home arrangement where it is no longer considered appropriate or viable having regard to the matters set out in clause 41.4.

41.8 The employer must consult with the affected employee prior to terminating a working from home arrangement, including considering ways in which the arrangement may be varied to better meet both operational requirements of the employer and the needs of the employee.

41.9 Any dispute arising in relation to this clause will be dealt with in accordance with clause 7 (Dispute Resolution).

SCHEDULE A – CLASSIFICATION STRUCTURE

SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 2

2.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.

(b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

(c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.

(d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

(e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.

(f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

2.2 Responsibilities

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

(a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;

(b) achieve outcomes which are clearly defined;

(c) respond to enquiries;

(d) assist senior employees with special projects;

(e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;

- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;
- (j) assist with administrative functions;
- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above.

2.3 Requirements of the position

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

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

- (i) basic skills in oral and written communication with clients and other members of the public;
- (ii) knowledge of established work practices and procedures relevant to the workplace;
- (iii) knowledge of policies relating to the workplace;
- (iv) application of techniques relevant to the workplace;
- (v) developing knowledge of statutory requirements relevant to the workplace;
- (vi) understanding of basic computing concepts.

(b) Prerequisites

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

(c) Organisational relationships

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

(d) Extent of authority

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

SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 3

3.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination

of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.

(e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.

(f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.

(g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

3.2 Responsibilities

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

(a) undertake responsibility for various activities in a specialised area;

(b) exercise responsibility for a function within the organisation;

(c) allow the scope for exercising initiative in the application of established work procedures;

(d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;

(e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;

(f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;

(g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;

(h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;

(i) supervise a limited number of lower classified employees or volunteers;

(j) allow the scope for exercising initiative in the application of established work procedures;

- (k)** deliver single stream training programs;
- (l)** co-ordinate elementary service programs;
- (m)** provide assistance to senior employees;
- (n)** where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i)** undertake some minor phase of a broad or more complex assignment;
 - (ii)** perform duties of a specialised nature;
 - (iii)** provide a range of information services;
 - (iv)** plan and co-ordinate elementary community-based projects or programs;
 - (v)** perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o)** in the delivery of disability services as described in subclause 2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

3.3 Requirements of the job

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

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

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

(b) Prerequisites

- (i)** entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;
- (ii)** entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
- (iii)** associate diploma with relevant experience; or

(iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

(c) Organisational relationships

(i) graduates work under direct supervision;

(ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under 3.2 being undertaken;

(iii) operate as member of a team;

(iv) supervision of other employees.

(d) Extent of authority

(i) graduates receive instructions on the broader aspects of the work;

(ii) freedom to act within defined established practices;

(iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 4

4.1 Characteristics of this level

(a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

(b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

(c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

(d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.

(e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.

(f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

4.2 Responsibilities

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

- (a)** undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b)** perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c)** identification of specific or desired performance outcomes;
- (d)** contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e)** expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f)** although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g)** provide administrative support of a complex nature to senior employees;
- (h)** exercise responsibility for various functions within a work area;
- (i)** provide assistance on grant applications including basic research or collection of data;
- (j)** undertake a wide range of activities associated with program activity or service delivery;
- (k)** develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (l)** undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (m)** apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (n)** provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (o)** where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i)** liaise with other professionals at a technical/professional level;

- (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
- (iii) lead a team within a specialised project;
- (iv) provide a reference, research and/or technical information service;
- (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
- (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
- (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

4.3 Requirements of the position

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

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

- (i) knowledge of statutory requirements relevant to work;
- (ii) knowledge of organisational programs, policies and activities;
- (iii) sound discipline knowledge gained through experience, training or education;
- (iv) knowledge of the role of the organisation and its structure and service;
- (v) specialists require an understanding of the underlying principles in the discipline.

(b) Prerequisites

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

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

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

(e) Organisational relationships

(i) works under general direction;

(ii) supervises other staff and/or volunteers or works in a specialised field.

(f) Extent of authority

(i) required to set outcomes within defined constraints;

(ii) provides specialist technical advice;

(iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;

(iv) solutions to problems generally found in precedents, guidelines or instructions;

(v) assistance usually available.

SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 5

5.1 Characteristics of the level

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

(b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.

(c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.

(d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.

(e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

(f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

5.2 Responsibilities

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

(a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;

(b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;

(c) undertake a minor phase of a broader or more complex professional assignment;

(d) assist with the preparation of or prepare organisation or program budgets in liaison with management;

(e) set priorities and monitor work flow in the areas of responsibility;

(f) provide expert advice to employees classified at lower levels and/or volunteers;

(g) exercise judgment and initiative where procedures are not clearly defined;

(h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;

(i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;

(j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation

(k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;

(l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;

(m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;

(n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;

(o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;

(p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;

(q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:

(i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;

(ii) exercise professional judgment within prescribed areas;

(iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;

(iv) provide reports on progress of program activities including recommendations;

(v) exercise a high level of interpersonal skills in dealing with the public and other organisations;

(vi) plan, develop and operate a community service organisation of a moderately complex nature.

5.3 Requirements of the position

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

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

(i) knowledge of organisational programs, policies and activities;

(ii) sound discipline knowledge gained through experience;

(iii) knowledge of the role of the organisation, its structure and services.

(b) Prerequisites

(i) relevant degree with relevant experience;

(ii) associate diploma with substantial experience;

(iii) qualifications in more than one discipline;

(iv) less formal qualifications with specialised skills sufficient to perform at this level; or

(v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(c) Organisational relationships

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

(d) Extent of authority

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

SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 6

6.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

(b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

(c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

(d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.

(e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

6.2 Responsibilities

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

(a) undertake significant projects and/or functions involving the use of analytical skills;

(b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;

(c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;

(d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;

(e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;

(f) provide advice on matters of complexity within the work area and/or specialised area;

(g) control and co-ordinate a work area or a larger organisation within budgetary constraints;

(h) exercise autonomy in establishing the operation of the work area;

(i) provide a consultancy service for a range of activities and/or to a wide range of clients;

(j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:

(i) provide support to a range of activities or programs;

(ii) control and co-ordinate projects;

(iii) contribute to the development of new procedures and methodology;

- (iv) provide expert advice and assistance relevant to the work area;
- (v) supervise/manage the operation of a work area and monitor work outcomes;
- (vi) supervise on occasions other specialised staff;
- (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
- (viii) provide consultancy services for a range of activities.

6.3 Requirements of the position

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

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

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

(b) Prerequisites

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

(c) Organisational relationships

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

(d) Extent of authority

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

SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 7

7.1 Characteristics of the level

(a) A person employed as a Community services employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.

(b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.

(c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.

(d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.

(e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.

(f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

7.2 Responsibilities

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

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

7.3 Requirements of the position

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

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

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

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

(b) Organisational relationships

(i) works under limited direction;

(ii) normally supervises other employees and establishes and monitors work outcomes.

(c) Extent of authority

(i) may manage section or organisation;

(ii) has significant delegated authority;

(iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

SOCIAL AND COMMUNITY SERVICES EMPLOYEE LEVEL 8

8.1 Characteristics of this level

(a) A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.

(b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.

(c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

(d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.

(e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.

(f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

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

(h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

8.2 Responsibilities

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

(a) undertake work of significant scope and complexity. A major portion of the work requires initiative;

(b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;

(c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;

(d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;

(e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;

(f) administer complex policy and program matters;

(g) may offer consultancy service;

(h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;

(i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:

(i) contribute to the development of operational policy;

(ii) assess and review the standards of work of other specialised personnel/external consultants;

(iii) initiate and formulate organisational programs;

(iv) implement organisational objectives within corporate goals;

(v) develop and recommend ongoing plans and programs.

8.3 Requirements of the position

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

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

(i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;

(ii) detailed knowledge of statutory requirements.

(b) Prerequisites

(i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;

(ii) substantial post graduate experience;

(iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or

(iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

SCHEDULE B – PAY TABLE

Proposed WHIN EA Pay Table - EA 2023

Weekly Salaries



WHIN/ Modern Award Classification	First Full Pay Period Award Rates July 2023	First Full Pay Period WHIN Rates (3% above Award) July 2023	First Full Pay Period Award Rates July 2024 (Based on an estimated 5% increase)	First Full Pay Period WHIN Rates (3% above Award) July 2024	First Full Pay Period Award Rates July 2025 (Based on an estimated 5% increase)	First Full Pay Period WHIN Rates (3% above Award) July 2025
2.1	\$1,223.85	\$1,260.57	\$1,285.04	\$1,323.59	\$1,349.29	\$1,389.77
2.2	\$1,262.23	\$1,300.10	\$1,325.34	\$1,365.10	\$1,391.61	\$1,433.36
2.3	\$1,300.60	\$1,339.62	\$1,365.63	\$1,406.60	\$1,433.91	\$1,476.93
2.4	\$1,335.29	\$1,375.35	\$1,402.05	\$1,444.12	\$1,472.16	\$1,516.32
3.1	\$1,367.86	\$1,408.90	\$1,436.25	\$1,479.34	\$1,508.07	\$1,553.31
3.2	\$1,407.17	\$1,449.39	\$1,477.53	\$1,521.85	\$1,551.40	\$1,597.95
3.3	\$1,437.28	\$1,480.40	\$1,509.14	\$1,554.42	\$1,584.60	\$1,632.14
3.4	\$1,466.77	\$1,510.77	\$1,540.11	\$1,586.31	\$1,617.11	\$1,665.63
4.1	\$1,577.80	\$1,625.13	\$1,656.69	\$1,706.39	\$1,739.52	\$1,791.71
4.2	\$1,618.98	\$1,667.55	\$1,699.93	\$1,750.93	\$1,784.93	\$1,838.47
4.3	\$1,660.56	\$1,710.38	\$1,743.59	\$1,795.90	\$1,830.77	\$1,885.69
4.4	\$1,697.65	\$1,748.58	\$1,782.53	\$1,836.01	\$1,871.66	\$1,927.81
5.1	\$1,804.98	\$1,859.13	\$1,895.23	\$1,952.09	\$1,989.99	\$2,049.69
5.2	\$1,843.75	\$1,899.06	\$1,935.94	\$1,994.02	\$2,032.73	\$2,093.72
5.3	\$1,886.76	\$1,943.36	\$1,981.10	\$2,040.53	\$2,080.15	\$2,142.56
6.1	\$1,972.04	\$2,031.20	\$2,070.64	\$2,132.76	\$2,174.17	\$2,239.40
6.2	\$2,015.44	\$2,075.90	\$2,116.21	\$2,179.70	\$2,222.02	\$2,288.68
6.3	\$2,059.12	\$2,120.89	\$2,162.08	\$2,226.94	\$2,270.18	\$2,338.29
7.1	\$2,132.84	\$2,196.83	\$2,239.48	\$2,306.67	\$2,351.46	\$2,422.00
7.2	\$2,177.57	\$2,242.90	\$2,286.45	\$2,355.04	\$2,400.77	\$2,472.79
7.3	\$2,221.87	\$2,288.53	\$2,332.96	\$2,402.95	\$2,449.61	\$2,523.10
8.1	\$2,314.06	\$2,383.48	\$2,429.76	\$2,502.66	\$2,551.25	\$2,627.79
8.2	\$2,359.44	\$2,430.22	\$2,477.41	\$2,551.73	\$2,601.28	\$2,679.32
8.3	\$2,405.12	\$2,477.27	\$2,525.38	\$2,601.14	\$2,651.64	\$2,731.19

Signatories

Signed for and on behalf of the Employer, Women's Health In The North Inc.

Signature: 

Helen Riseborough

Chief Executive Officer

Workplace Address:

680 High Street, Thornbury, VIC 3071

Phone: 03 9484 1666 Facsimile: 03 9484 1844

Authority: Chief Executive Officer of the Employer

in the presence of

Signature: 

Name: Kester Naismith

Date: 20 June 2024

Signed for and on behalf of the Employees by the Australian Municipal, Administrative, Clerical and Services Union otherwise known as the Australian Services Union (ASU)

Signature:

Name and Title:

Address:

116 Queensberry Street

Carlton South Victoria 3053

Ph: 03 9342 3400 Fax: 03 9342 3499

Authority:

In accordance with the registered Rules of the Australian Services Union

in the presence of

Signature:

Name:

Date: