



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Family Planning Tasmania (AG2021/9285)

FAMILY PLANNING TASMANIA ENTERPRISE AGREEMENT 2021

Health and welfare services

DEPUTY PRESIDENT MANSINI

MELBOURNE, 8 FEBRUARY 2022

Application for approval of the Family Planning Tasmania Enterprise Agreement 2021.

[1] Family Planning Tasmania has applied for approval of a single enterprise agreement known as the *Family Planning Tasmania Enterprise Agreement 2021* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, the Commission inquired about whether the pre-approval requirements were met and raised concerns about whether the Agreement contains the mandatory terms and passes the “better off overall” test. Further information was provided in relation to these matters.

[3] The cohort of employees identified on the Applicant’s statutory declaration as covered by the Agreement at the time of the vote included a substantial number of casual employees. Further information was provided and I am satisfied that the impact of the Applicant requesting a broader than strictly eligible cohort of employees to vote was immaterial and does not prevent approval by the Commission.¹

[4] The model flexibility term prescribed by the *Fair Work Regulations 2009* (Cth) is taken to be a term of the Agreement, pursuant to s.202(4) of the Act.

[5] Written undertakings were given in accordance with s.190 of the Act and are attached at Annexure A (Undertakings). The bargaining representatives did not oppose the Undertakings. I am satisfied that the Undertakings will not cause financial detriment to any employee covered by the Agreement and that the Undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

¹ See *National Tertiary Education Industry Union v Swinburne University of Technology* [2015] FCAFC 98.

[6] Noting clause 4.3 of the Agreement, I am satisfied that the more beneficial entitlements of the National Employment Standards in the Act (NES) will prevail where there is an inconsistency between the Agreement and the NES.

[7] On the basis of the material contained in the application, further information provided on request of the Commission and the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[8] The Australian Nursing and Midwifery Federation and the Australian Municipal, Administrative, Clerical and Services Union, being bargaining representatives for the Agreement, have respectively given notice under s.183 of the Act. In accordance with s.201(2) I note that the Agreement covers these organisations.

[9] The Agreement was approved on 8 February 2022 and, notwithstanding clause 4.1(a) and in accordance with s.54, will operate from 15 February 2022. The nominal expiry date of the Agreement is 30 June 2023.

[10] For the purposes of publication, the signature page of the Agreement has been redacted in part, for confidentiality and as the enterprise agreement when made did not contain the redacted details.²



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE514870 PR738143>

² *The Australian Workers' Union v Oji Foodservice Packaging Solutions (Aus) Pty Ltd* [2018] FWCFB 7501.

Annexure A

IN THE FAIR WORK COMMISSION

Applicant: Family Planning Tasmania

Matter: AG2021/9285

Section 185 – Application for approval of a single enterprise agreement

Undertaking-Section 190

I, Wendy Bateman, Business Services Manager at Family Planning Tasmania ("FPT") give the following undertakings with respect to the Family Planning Tasmania Enterprise Agreement 2021 ("the Agreement"):

1. I have the authority given to me by FPT to provide this undertaking in relation to the application before the Fair Work Commission.

2. **Travel Allowance**

That clause 15(c) of the Agreement be replaced with the following:

"Where an Employee is required and authorised by FPT to use the Employee's motor vehicle in the course of the duties, the Employee will be reimbursed an allowance of not less than \$0.80 per kilometre".

3. **Higher Duties – Nurses and Medical Practitioners**

Further to clause 12(a) of the Agreement, where a Nurse or Medical Practitioner is required to perform duties and have responsibilities of a higher classified position for a continuous period of 3 working days or longer, they shall be paid the minimum Ordinary Rate for the higher classified position.



Signature

02/02/2022

Date

FAMILY PLANNING TASMANIA ENTERPRISE AGREEMENT 2021

Note - this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be a terms of the Agreement. A copy of the undertakings can be found at the end of the Agreement.

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

TABLE OF CONTENTS

PART 1 – INTRODUCTION	5
1 TITLE	5
2 PARTIES BOUND	5
3 DEFINITIONS	5
4 OPERATION OF THE AGREEMENT	7
4.1 Commencement of Agreement	7
4.2 Effect of Agreement	7
4.3 Relationship to National Employment Standards	7
PART 2 – EMPLOYMENT CONDITIONS	7
5 TERMS OF EMPLOYMENT	7
5.1 Types of employment	7
5.2 Full-time employment	7
5.3 Part-time employment	7
5.4 Temporary employment	8
5.5 Casual employment	8
5.6 Probationary employment	9
PART 3 – HOURS OF WORK AND OVERTIME	10
6 HOURS OF WORK	10
6.1 Ordinary hours of work	10
6.2 Breaks	10
6.3 Flexible work arrangements	10
6.4 Meetings	10
6.5 Training for Medical Practitioners	10
7 OVERTIME	11
7.1 Reasonable Overtime	11
7.2 Overtime worked by direction of FPT	11
7.3 Additional hours worked by agreement	11
7.4 Time off in lieu (TOIL)	11
7.5 Reasonable Additional Hours	12
7.6 Rest period after overtime	12
PART 4 – CLASSIFICATIONS AND REMUNERATION	12
8 CLASSIFICATION STRUCTURE	12
9 REMUNERATION	13
9.1 Wages	13
9.2 Wage Increases	13
9.3 Superannuation	13
10 PAYMENT OF WAGES	13
11 SALARY PACKAGING	13
PART 5 – ALLOWANCES	14
12 HIGHER DUTIES ALLOWANCE	14
13 TRAVEL	14
14 PENALTIES	14
15 REIMBURSEMENT OF EXPENSES	14
PART 6 – LEAVE AND RELATED ENTITLEMENTS	15
16 ANNUAL LEAVE	15
16.1 Entitlement	15
16.2 Requirement to take annual leave	15
16.3 Payment for annual leave	15
16.4 Leave loading	15

16.5	Annual leave, excluding Public Holidays and Other Periods of Leave.....	15
17	PERSONAL LEAVE	16
17.1	Entitlement.....	16
17.2	Taking Personal leave.....	16
17.3	Sick Leave - Notification of absence	16
17.4	Sick Leave - Evidence	16
17.5	Carer's Leave – Notification of absence.....	17
17.6	Carer's leave – Evidence.....	17
17.7	Special Leave – Family and Domestic Violence	17
18	UNPAID CARER'S LEAVE	18
18.1	Entitlement.....	18
18.2	Notification of absence	18
18.3	Evidence	18
19	COMPASSIONATE LEAVE	18
19.1	Entitlement.....	18
19.2	Notification of absence	18
19.3	Evidence	18
19.4	Payment for Compassionate Leave	18
20	PARENTAL LEAVE	19
20.1	Entitlement to unpaid parental leave	19
20.2	Entitlement to paid parental and adoption leave	19
21	LONG SERVICE LEAVE.....	19
22	COMMUNITY SERVICE LEAVE.....	19
22.1	General	19
22.2	Jury Service.....	19
22.3	Emergency Services Leave	19
23	CEREMONIAL LEAVE.....	19
24	SPECIAL LEAVE	19
25	STUDY LEAVE.....	20
26	PUBLIC HOLIDAYS	20
26.1	Definitions	20
26.2	Payment for Public Holidays not worked.....	20
26.3	Payment for Public Holidays worked	20
PART 7 – DISPUTE RESOLUTION AND CONSULTATION.....		20
27	DISPUTE SETTLEMENT PROCEDURE	21
28	CONSULTATION	21
28.1	Consultation regarding major workplace change	21
28.2	Consultation about changes to rosters or hours of work.....	22
PART 8 – TERMINATION AND REDUNDANCY		23
29	TERMINATION OF EMPLOYMENT	23
29.1	Termination by an Employee.....	23
29.2	Notice of Termination by FPT.....	23
29.3	Job search entitlement	23
29.4	Summary Dismissal.....	23
29.5	Requirements on termination of employment.....	23
30	REDUNDANCY	24
30.1	Definition of Redundancy	24
30.2	Transfer to lower paid duties	24
30.3	Redeployment.....	24
30.4	Notice.....	24
30.5	Voluntary redundancy.....	25

30.6	Redundancy Pay	25
30.7	Payment for loss of income	25
30.8	Employee leaving during notice.....	25
30.9	Transfer of business	25
30.10	Variation of redundancy pay.....	26
30.11	Exemption to Pay Redundancy	26
PART 9	– OTHER MATTERS.....	27
31	FLEXIBLE WORK ARRANGEMENTS	27
	SIGNING PAGE	29
	SCHEDULE 1.....	30
	Classifications	30

PART 1 – INTRODUCTION

1 TITLE

This Agreement is known as the *Family Planning Tasmania Enterprise Agreement 2021*.

2 PARTIES BOUND

- (a) This Agreement covers and applies to the:
- (i) FPT; and
 - (ii) Employees.
- (b) This Agreement does not cover or apply to:
- (i) the Chief Executive Officer; and
 - (ii) any member of the FPT Executive Team.
-

3 DEFINITIONS

Agreement means the *Family Planning Tasmania Enterprise Agreement 2021*.

Award means any applicable award, modern award, federal award, transitional federal award, pre-reform federal award and a national agreement preserving state award and for the avoidance of doubt includes the *Medical Practitioners Award 2020*, the *Nurses Award 2020*, the *Health Professionals and Support Services Award 2020* and the *Social, Community, Home Care and Disability Services Industry Award 2010*.

Casual Employee means an Employee engaged on a casual basis pursuant to Clause 5.5.

Classifications means the Classifications set out in Schedule 1.

Default Fund means the Spirit Super superannuation fund or its successor fund.

Employee means an Employee of FPT who is employed in the classifications in Schedule 1 but does include an Employee referred to in clause 2(b) of this Agreement.

Family and domestic violence is violent, threatening, or other abusive behaviour by a close relative of an employee that seeks to coerce or control the employee and causes the employee harm or to be fearful. A close relative of the employee is a member of the employee's Immediate Family or is related to the employee according to Aboriginal or Torres Strait Islander kinship rules:

FPT means Family Planning Tasmania (ABN 15 336 959 174).

Full Rate of Pay means the rate of pay payable to an Employee for their ordinary hours of work including any of the following: incentives-based payments and bonuses; loadings; monetary allowances; overtime or penalty rates; any other separately identifiable amounts.

Full-Time Employee means an Employee engaged on a full-time basis pursuant to clause 5.2.

FW Act means the *Fair Work Act 2009* (Cth) or any successor to that Act.

FW (Transitional) Act means the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*.

FWC means the Fair Work Commission, or any successor to that entity.

Household member means any person who lives with the employee.

Immediate family means:

- (a) a spouse, same sex spouse, de facto partner, child (including an adopted child, a step child or a foster child), parent, grandparent, grandchild, sibling, step-brother or step-sister of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

Industrial Instrument means any instrument recognised or registered under the national workplace relations system that sets out the minimum conditions of employment for Employees to whom they apply or they cover and includes but is not limited to an enterprise agreement, Award, Transitional Instrument as defined under the FW (Transitional) Act, transitional minimum wage instrument and state based agreements.

LSL Act means the *Long Service Leave Act 1976 (Tas)*.

Medical Practitioner means employees on levels 5, 6 and 7 of this Agreement.

NES means the National Employment Standards under the FW Act.

Ongoing Employee means an Employee engaged on an ongoing basis subject to notice and the termination provisions and is not a Temporary Employee.

Ordinary hours of work means the hours worked by an Employee in accordance with clause 6.1.

Ordinary Rate means the hourly rate payable to an Employee in accordance with Schedule 2. Ordinary Rate does not include overtime, incentive-based payments, bonuses, loadings, penalty rates, monetary allowances or any other similar separately identifiable entitlement.

Part-Time Employee means an Employee engaged on a part-time basis pursuant to clause 5.3.

Pay Day means the day on which wages would ordinarily be paid.

Public holiday has the meaning given to it by clause 26.

Serious Misconduct has the same meaning as the definition in the *Fair Work Regulations 2009*.

Spouse includes a former spouse.

Temporary Employee means an Employee engaged on a temporary basis pursuant to clause 5.4.

Temporary Employment means the period of time during which work is performed by a Temporary Employee.

4 OPERATION OF THE AGREEMENT

4.1 Commencement of Agreement

- (a) This Agreement shall operate from the first full pay period after 7 days after FWC approval.
- (b) The nominal expiry date of this Agreement is 30 June 2023.

4.2 Effect of Agreement

This Agreement applies to the exclusion of any Award(s) or any Industrial Instrument.

4.3 Relationship to National Employment Standards

- (a) This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) Employee entitlements under this Agreement:
 - (i) apply unless a superior condition applies in accordance with the NES; and
 - (ii) are provided in satisfaction of, and not in addition to, entitlements under the NES.

PART 2 – EMPLOYMENT CONDITIONS

5 TERMS OF EMPLOYMENT

5.1 Types of employment

- (a) An Employee may be engaged by FPT as a:
 - (i) Full-Time Employee;
 - (ii) Part-Time Employee; or
 - (iii) Casual Employee.
- (b) A Full-Time Employee or a Part-Time Employee may be engaged either as a:
 - (i) Ongoing Employee; or
 - (ii) Temporary Employee.
- (c) At the time of engagement, FPT will inform each Employee in writing of the terms of their engagement and in particular whether they are to be a Full-time Employee, Part-time Employee or Casual Employee.

5.2 Full-time employment

- (a) A Full-Time Employee's ordinary hours of work are an average of 37.5 hours over a 4 week period (i.e. 150 hours in 4 weeks).

5.3 Part-time employment

- (a) A Part-Time Employee's ordinary hours of work are less than an average of 37.5 hours each week.

- (b) At the time of engagement FPT and the part-time Employee will agree in writing on a pattern of work specifying at least the average hours to be worked each week and the usual starting and finishing times each day
- (c) A Part-Time Employee's ordinary hours of work may be varied by agreement between an Employee and FPT without the imposition of any penalty or other additional payment. Notwithstanding the preceding, FPT may vary a part-time Employee's start, finish and/or meal times, provided that such change is reasonable having regard to the operational requirements of FPT, and that such variation shall not reduce the Employee's average ordinary hours.
- (d) For any variation by FPT referred to in clause 5.3(c) above:
 - (i) the start time, finish time and/or meal times will not be altered by more than 30 minutes; and
 - (ii) the variation will not alter the rostered hours for that day.
- (e) Where a Part-Time Employee is directed by FPT to work hours in excess of the Employee's agreed hours, the Employee will be compensated in accordance with clause 7.2.
- (f) A Part-time Employee will be engaged for a minimum of 3 hours for any shift.
- (g) A Part-Time Employee is paid an hourly rate for each hour they work, that hourly rate being taken from the appropriate Classification within Schedule 1.
- (h) A Part-Time Employee receives, on a pro rata basis, equivalent pay and leave entitlements to those of Full-Time Employees who do the same kind of work.

5.4 Temporary employment

- (a) A Temporary Employee is engaged on a Full-time or Part-time basis for a specific period of time, not exceeding 12 consecutive months in duration, or for a specific task(s) (i.e. fixed term or fixed task) but whose employment can be terminated within that period of time:
 - (i) at any time at the discretion of FPT on providing a minimum period of notice in accordance with clause 29.2 (Termination); or
 - (ii) for serious misconduct in accordance with clause 29.4 (Summary Dismissal); or
 - (iii) by agreement between FPT and the Employee.
- (b) If a Temporary Employee becomes an Ongoing Employee immediately after a period of temporary employment, the period worked as a Temporary Employee forms part of that Employee's period of continuous service for all purposes of this Agreement.
- (c) At the end of a Temporary Employee's contract of employment, there is no obligation for FPT to offer that Temporary Employee any further or additional employment.

5.5 Casual employment

- (a) A Casual Employee is an Employee whose employment begins and ends with each engagement and who:
 - (i) works as required according to the needs of FPT;

- (ii) can elect to accept or reject work offered by FPT; and
 - (iii) accepts an offer of casual employment on the basis that FPT makes no firm advance commitment to provide continuing and indefinite work in accordance with an agreed pattern of work.
- (b) A Casual Employee is paid an hourly rate for each hour they work, that hourly rate being taken from the appropriate Ordinary Rate from the Classifications. For each hour worked a Casual Employee is paid a loading as specified in Schedule 2 of this Agreement.
 - (c) Penalties and overtime rates are exclusive of the casual loading.
 - (d) A Casual Employee will be paid for a minimum of 3 hours for each engagement.
 - (e) The casual loading is in lieu of an entitlement to any paid leave including personal, parental, annual, or compassionate leave, notice of termination and redundancy and any other paid entitlements associated with non-casual employment under the NES, the Award, or otherwise and accordingly may be set-off against any claims for these entitlements.
 - (f) Subject to clause 5.5(g), a Casual Employee is not entitled to any:
 - (i) leave entitlements contained in this Agreement including Annual Leave, Annual Leave Loading, paid Personal Leave, Paid Parental Leave, paid Compassionate Leave or Community Service Leave;
 - (ii) notice of termination or redundancy entitlement or payment for any Public Holiday that is not worked.
 - (g) In accordance with the NES, a Casual Employee may be entitled to unpaid Parental Leave, Community Service Leave, Compassionate Leave and Carer's leave subject to meeting the applicable requirements.
 - (h) Offers and requests for casual conversion will be in accordance with the NES.

5.6 Probationary employment

- (a) FPT will initially engage a Full-Time or a Part-Time Employee on probation for a period up to, but not exceeding, six (6) months.
- (b) The probation period is a period of review by which FPT and the Employee can assess each other's performance, capacity, and willingness to continue the employment arrangements beyond this period.
- (c) Any period of probation worked by an Employee forms part of that Employee's period of continuous service for all purposes of this Agreement.
- (d) At any stage during an Employee's period of probation, FPT or that Employee may terminate the employment for any reason by giving one (1) weeks' written notice.
- (e) FPT may pay an Employee in lieu of all or part of the notice referred to in clause 5.6(d).
- (f) The notice requirements set out in clauses 5.6(d) and 5.6(e) do not apply in respect to an Employee whose employment is terminated based on his or her serious misconduct.

PART 3 – HOURS OF WORK AND OVERTIME

6 HOURS OF WORK

6.1 Ordinary hours of work

- (a) The ordinary hours of work for a Full-time Employee are an average of 150 hours per four week period.
- (b) An Employee may work up to a maximum of 8 ordinary hours (or, by agreement between FPT and the Employee, up to a maximum of 10 ordinary hours) on any day (excluding unpaid meal breaks).
- (c) The span of ordinary hours are between 7:00am to 6:00pm, Monday to Friday (inclusive).
- (d) The usual start and finish times shall be determined by the demands of work programs and the most effective times for the delivery of services.

6.2 Breaks

- (a) To maintain flexible work practices, an Employee is responsible for managing his or her break times with minimal disruptions to work (subject to any specific direction by FPT) provided that:
 - (i) An Employee who works in excess of 5 hours is entitled to an unpaid meal break of 30 minutes;
 - (ii) An Employee is entitled to a paid 10 minute rest break for each 4 hours worked.
- (b) Where an Employee is directed by FPT to work in excess of 6 hours without taking a meal break they will be paid overtime for all time worked until the meal break is taken.

6.3 Flexible work arrangements

FPT and an Employee may agree to flexible working arrangements which include flexitime, banked hours, make-up time, accrued and rostered days off, and/or seasonal working arrangements.

6.4 Meetings

- (a) FPT may require an Employee to attend a meeting.
- (b) The Employee will be paid at their Ordinary Rate for the duration of the meeting.
- (c) Clause 7 of this Agreement (Overtime) does not apply to meetings.

6.5 Training for Medical Practitioners

- (a) This clause applies only to Medical Practitioners employed under the Agreement.
- (b) For training required by FPT, Medical Practitioners will be paid for such training at the Ordinary Rate.
- (c) Clause 7 of this Agreement (Overtime) does not apply to training performed by Medical Practitioners in accordance with this clause.

7 OVERTIME

7.1 Reasonable Overtime

FPT may request an Employee to work a reasonable amount of overtime. In determining reasonable overtime the criteria outlined by clause 7.5 will be taken into account.

7.2 Overtime worked by direction of FPT

- (a) An Employee will be compensated by way of Time Off In Lieu (TOIL) instead of payment of overtime where the Employee is authorised to work:
 - (i) in excess of the maximum weekly hours; or
 - (ii) in excess of the maximum daily hours; or
 - (iii) outside the span of ordinary hours; or
 - (iv) for a Part-time Employee, in excess of the agreed hours where the Part-time Employee has agreed to not receive payment for the additional hours work by agreement in accordance with clause 5.3.
- (b) Under clause 7.2(a) TOIL is taken at the rate of 2 hours for each hour of overtime worked.

7.3 Additional hours worked by agreement

- (a) An Employee will be compensated by way of TOIL instead of payment of overtime where the Employee agrees to work:
 - (i) in excess of the maximum weekly hours; or
 - (ii) in excess of the maximum daily hours; or
 - (iii) outside the span of ordinary hours; or
 - (iv) for a Part-time Employee, in excess of the agreed hours.
- (b) Under clause 7.3(a) TOIL is taken at the rate of 1 hour for each hour of overtime worked.
- (c) Further to clause 7.3(b) above, a Nurse, Senior Nurse or Casual Employee will:
 - (i) be paid at the rate of time and one half for the first two hours and double time thereafter (except that all overtime worked on a Sunday will be paid at double time and a Public Holiday will be paid at double time and one half);
 - (ii) if agreed by the Nurse, Senior Nurse, or Casual Employee, may accrue TOIL at the rate specified above in clause 7.3(a).

7.4 Time off in lieu (TOIL)

- (a) In calculating overtime and TOIL, each day's work stands alone.
- (b) An Employee can accrue up to 15 hours of TOIL which can be taken at a time or times agreed to by FPT.
- (c) TOIL must be taken within 1 month of it being accrued.
- (d) Where it is not possible for an Employee to take the time off within the 1 month period, it is to be paid out at the appropriate overtime rate.

- (e) Any untaken accrued TOIL will be paid on termination of employment at the rate of time and one half.
- (f) Further to clauses 5.5(c), 7.2, 7.3 and 7.4:
 - (i) a Casual Employee will receive the casual loading as well as the applicable overtime rate, penalty rate, or TOIL (however, the casual loading is calculated on the Ordinary Rate);
 - (ii) any TOIL taken or paid out to a casual employee will include the casual loading.

7.5 Reasonable Additional Hours

To determine whether for the purposes of clause 7.1 additional hours are reasonable, FPT will consider all relevant factors including:

- (a) any risk to Employee health and safety from working the additional hours;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) the needs of FPT;
- (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for additional hours, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) any notice given by FPT of any request or requirement to work the additional hours;
- (f) any notice given by the Employee of his or her intention to refuse to work the additional hours;
- (g) the usual patterns of work in the area in which the Employee works; and
- (h) the nature of the Employee's role, and the Employee's level of responsibility.

7.6 Rest period after overtime

- (a) Wherever reasonably practicable, working hours should be arranged so that an Employee has at least 10 consecutive hours off duty between the work on successive days or shifts.
- (b) An Employee, other than a Casual Employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the Employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of this clause, be released until the Employee has had 10 consecutive hours off duty without loss of pay of ordinary hours occurring during such absence.

PART 4 – CLASSIFICATIONS AND REMUNERATION

8 CLASSIFICATION STRUCTURE

The Classifications are set out in Schedule 1.

9 REMUNERATION

9.1 Wages

- (a) An Employee is entitled to the Ordinary Rate specified in Schedule 2 as per the applicable Classification.

9.2 Wage Increases

- (a) Rates of pay will be increased from the first full pay period in August each year in accordance with Schedule 2.

9.3 Superannuation

- (a) FPT offers choice of superannuation fund in accordance with the *Superannuation Legislation Amendment (Choice of Funds) Act 2004*. If an Employee does not select a fund and there is no applicable stapled superannuation fund, then contributions will be made to the Default Fund provided the superannuation fund offers a MySuper product and/or is a complying fund under the applicable legislation.
- (b) FPT contributes the amount necessary to discharge its minimum obligations on a monthly basis under the applicable legislation as amended from time to time.

10 PAYMENT OF WAGES

- (a) Employees will be paid fortnightly or as otherwise agreed by FPT and Employees, by electronic funds transfer into the Employee's nominated account or other agreed method.
- (b) Where an Employee resigns or services are terminated, all wages and other allowances or sums due to the Employee will be paid no later than 7 days after the day on which the employee's employment terminates.

11 SALARY PACKAGING

FPT will facilitate the availability of salary packaging, as per FPT policy, for Employees subject to:

- (a) there being no additional net cost to FPT by way of Fringe Benefits Tax, other tax imposed by legislation or any other cost;
- (b) the salary packaging being in accordance with the applicable legislation.
- (c) If, during the life of a salary packaging agreement between FPT and the Employee, the Employee becomes entitled to workers compensation payments, the Employee will not receive less than the entitlements due if no salary packaging arrangements had been entered into with FPT.
- (d) Annual Leave loading entitlements must be calculated on the Agreement salary rates as if no salary packaging agreement was in place.
- (e) Any remuneration increases contained in this Agreement shall be payable to Employees covered by salary packaging agreement; such increase is to be applied to the base salary before salary packaging.

PART 5 – ALLOWANCES

12 HIGHER DUTIES ALLOWANCE

- (a) An Employee required to perform duties and have responsibilities of a higher classified position for a continuous period of 5 working days or longer, shall be paid the minimum Ordinary Rate for the higher classified position.
- (b) When an Employee who is in receipt of a higher duties allowance commences Annual Leave or Personal Leave, if he or she has been in receipt of such allowance continuously for a period of three months or more, immediately preceding the taking of the leave, he or she shall continue to receive payment of the allowance for the sooner of:
 - (i) the duration of the leave;
 - (ii) until the incumbent returns to that position; or
 - (iii) in the case of a vacant position, when that position is filled.

13 TRAVEL

An Employee required to start work and/or finish work at a location other than the Employee's usual place of work must be paid:

- (a) Travelling time for all time reasonably spent by the Employee in reaching and/or returning from the other location.
- (b) This travel time excludes the time an Employee would normally spend in reaching the Employee's usual place of work from their usual place of residence and returning to their usual place of residence from the Employee's usual place of work.
- (c) Time spent travelling is deemed to be worked hours and clause 6 and clause 7 apply.

14 PENALTIES

- (a) An Employee who is recalled to work with less than 24 hours' notice will be paid a minimum of 3 hours pay at Ordinary Rate.

15 REIMBURSEMENT OF EXPENSES

- (a) All reasonable expenses incurred by the Employee to perform their directed duties by FPT, including out-of-pocket expenses, accommodation, travelling expenses and the cost of special protective clothing, incurred in connection with the Employee's duties will be paid by the FPT and, where practicable will be included in the next pay period.
- (b) Where travel is required, the method and mode of travelling or the vehicle to be supplied or to be used will be arranged mutually between the FPT and the Employee. Travelling arrangements will be agreed between the FPT and the Employee in advance.
- (c) Where an Employee is required and authorised by FPT to use the Employee's motor vehicle in the course of the duties, the Employee will be reimbursed at the

rate determined by the ATO for business travel.

- (d) FPT may require the Employee to present proof of payment prior to the reimbursement.
- (e) Provided the damage is not the fault of the Employee, FPT will reimburse an Employee for the cost of repairs to a broken windscreen, if the Employee can demonstrate that:
 - (i) the damage was sustained on approved work activities, and
 - (ii) the costs cannot be met under the insurance policy due to excess clauses.

PART 6 – LEAVE AND RELATED ENTITLEMENTS

16 ANNUAL LEAVE

16.1 Entitlement

- (a) A Full-time Employee is entitled to four (4) weeks (150 hours) of annual leave for each year of service. In the case of a part-time Employee, a pro-rata amount shall be accrued based on the number of hours worked as a percentage of the full-time equivalent.
- (b) Annual leave accrues progressively and will accumulate from year to year.
- (c) Unused Annual Leave is paid out on termination of employment.
- (d) For the purpose of the additional week of annual leave provided in the NES, a shiftworker is an employee who meets the definition of 'shiftworker' in the relevant modern award referred to in clause 3 above.

16.2 Requirement to take annual leave

- (a) The FPT may require an Employee to take annual leave:
 - (i) as part of a close-down of its operations; or
 - (ii) by giving at least four weeks' notice where more than eight weeks' leave is accrued, provided that the Employee retains a balance of at least eight weeks.

16.3 Payment for annual leave

An Employee will be paid their Ordinary Rate during periods of annual leave.

16.4 Leave loading

- (a) Annual leave loading of 17.5% calculated on the Employee's Ordinary Rate will be paid when an Employee is absent on Annual Leave.
- (b) Leave loading applies to the payment of unused Annual Leave on termination of employment.

16.5 Annual leave, excluding Public Holidays and Other Periods of Leave

- (a) If a Public Holiday falls within a period of an Employee's leave, Annual Leave must not be deducted for that Public Holiday.
- (b) If, during a period of annual leave, the period includes any Personal Leave,

Compassionate Leave, or Community Service Leave, the Employee is taken not to be on paid Annual Leave for the period of that leave.

- (c) When taking Personal Leave, Compassionate Leave or Community Service Leave during a period of Annual Leave, the Employee must provide evidence to FPT that would satisfy a reasonable person.

17 PERSONAL LEAVE

17.1 Entitlement

- (a) A Full-time Employee is entitled to ten days (75 hours) of Personal Leave for each year of service.
- (b) Personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (c) An Employee who is absent from work for which the Employee is receiving compensation payable under a workers compensation claim is not entitled to the use of Personal Leave.

17.2 Taking Personal leave

An Employee may take paid Personal Leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee (Sick Leave); or
- (b) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member (Carer's Leave).
- (c) because the Employee is;
 - (i) not fit for work because of Family or Domestic Violence affecting the Employee (Sick Leave); or
 - (ii) a member of the Employee's household or household is suffering from Family or Domestic Violence (Carer's Leave).

17.3 Sick Leave - Notification of absence

- (a) An Employee must notify FPT as soon as practicable (which may be at a time after the leave has started) if the Employee will be absent on Personal Leave and advise FPT of the period, or expected period, of the leave.
- (b) Notice must be provided by reasonable verbal contact with the approved FPT contact and, as far as may be practicable, state the estimated duration of the absence.

17.4 Sick Leave - Evidence

- (a) An Employee is required to provide evidence that would satisfy a reasonable person that they were unable on account of such illness or injury to attend for work on the day or days for which the Personal Leave is claimed.
- (b) An Employee will be required to provide a medical certificate or statutory

declaration for any sick leave absence of three or more consecutive working days, provided that a statutory declaration may be used in lieu of a medical certificate no more than once per calendar year. Despite clause 17.4(a), an Employee must provide reasonable evidence to FPT if the Employee claims sick leave during any period of Annual Leave or Long Service Leave.

17.5 Carer's Leave – Notification of absence

- (a) The Employee shall as soon as practicable (which may be at a time after the leave has started) give notice to their Manager of the intention to take Carer's Leave. Such notice shall include the estimated length of absence.

17.6 Carer's leave – Evidence

- (a) An Employee shall prove evidence that would satisfy a reasonable person that they were unable on account of such illness, injury or personal emergency affecting the member of the immediate family or household to attend for work on the day or days for which the Personal Leave is claimed.
- (b) An Employee will be required to provide a medical certificate for any carer's leave absence of three or more consecutive working days, provided that a statutory declaration may be used in lieu of a medical certificate no more than once per calendar year. Despite clause 17.6(a), an Employee must provide reasonable evidence to FPT if the Employee claims carer's leave during any period of annual leave or long service leave.

17.7 Special Leave – Family and Domestic Violence

- (a) An Employee will be entitled to unpaid Family and Domestic Violence Leave in accordance with the NES.
- (b) The FWC states 'An employer can ask their employee for evidence that shows the employee took the leave to deal with family and domestic violence. If the employee doesn't provide the requested evidence, they may not get family and domestic violence leave. The evidence has to convince a reasonable person that the employee took the leave to deal with the impact of family and domestic violence.' FPT will not ask for evidence as described, to reduce the potential embarrassment and hardship for an employee experiencing this situation.
- (c) An Employee experiencing Family or Domestic Violence will be entitled to a further 3 paid days of special leave for medical appointments, legal proceedings and other activities related to family violence.
- (d) This leave, once approved, may be taken as consecutive days, single days or as a part day as required.
- (e) An Employee who supports a member of their immediate family or household who is experiencing Family or Domestic Violence may take Carer's Leave to accompany them to court and/or hospital or to care for impacted children.
- (f) An Employee experiencing Family or Domestic Violence may make application to FPT for further special leave as necessary. FPT will consider each application and determine the most appropriate support for those circumstances.

18 UNPAID CARER'S LEAVE

18.1 Entitlement

A Casual Employee, or an Employee who has no remaining paid carer's leave entitlement, is entitled to up to five (5) days' unpaid carer's leave for each permissible occasion in accordance with the NES.

18.2 Notification of absence

An Employee must notify FPT as soon as practicable if the Employee will be absent on unpaid carer's leave and advise the FPT of the period, or expected period, of the leave.

18.3 Evidence

When taking unpaid carer's leave the Employee is to provide to FPT evidence that would satisfy a reasonable person.

19 COMPASSIONATE LEAVE

19.1 Entitlement

An Employee is entitled to three (3) days of Compassionate leave for each occasion (a *permissible occasion*) when:

- (a) a member of the Employee's immediate family, or a member of the Employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies; or
- (b) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

19.2 Notification of absence

An Employee must notify FPT as soon as practicable if the Employee will be absent on compassionate leave and advise the FPT of the period, or expected period, of the leave.

19.3 Evidence

When taking compassionate leave the Employee is required to provide to FPT evidence that would satisfy a reasonable person.

19.4 Payment for Compassionate Leave

If an Employee, other than a casual Employee, takes a period of compassionate leave, the FPT must pay the Employee at the Employee's Ordinary Rate for the Employee's ordinary hours of work in the period.

20 PARENTAL LEAVE

20.1 Entitlement to unpaid parental leave

An Employee is entitled to unpaid parental leave in accordance with the NES.

20.2 Entitlement to paid parental and adoption leave

- (a) This sub-clause 20.2 applies to an Ongoing Full-time or Part-time Employee who immediately prior to taking parental leave has completed at least 3 years continuous service with FPT.
- (b) An Employee who is the primary care giver will be entitled to four (4) weeks of Paid Parental Leave to be paid at the Employee's Ordinary Rate of pay.

21 LONG SERVICE LEAVE

Long service leave entitlements will accrue for all eligible Employees in accordance with the LSL Act except that an Employee will accrue 13 weeks leave after 10 years continuous service.

22 COMMUNITY SERVICE LEAVE

22.1 General

An Employee is entitled to apply community service leave in accordance with the NES.

22.2 Jury Service

An Employee called upon to perform Jury Service shall be paid an allowance for the duration of their period of jury service to make up the difference between any fees or allowance paid to them or to which they are entitled, excluding reimbursement for out-of-pocket expenses, as jurors and their expected ordinary time earnings to which they would have been entitled if they had not been on jury service.

22.3 Emergency Services Leave

- (a) An Employee is entitled to leave to participate in voluntary emergency management activities:
- (b) At its discretion, FPT may mutually agree a further period of emergency services leave with an Employee on a case by case basis.

23 CEREMONIAL LEAVE

An Employee who is legitimately 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, with the approval of FPT.

24 SPECIAL LEAVE

- (a) FPT may grant an Ongoing Full-time or Part-time Employee Special Leave of up to a maximum of 2 days in any years of service (pro rata for Part-time Employees) for circumstances such as:
 - (i) Moving house; or

- (ii) Emergency situations.
 - (b) If required, the Employee must provide reasonable evidence to FPT regarding the purpose of the requested leave.
-

25 STUDY LEAVE

- (a) FPT actively encourages the participation of all Employees in continuing education, training and development activities to increase knowledge and skills relevant to their role in FPT.
 - (b) An Employee may request study leave on a paid or unpaid basis, FPT will consider each request on a case by case basis. FPT will inform the Employee of its decision whether the request has been approved or not.
-

26 PUBLIC HOLIDAYS

26.1 Definitions

- (a) A Public Holiday means:
New Year's Day, Australia Day, Hobart Regatta Day (Hobart only), Eight Hour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Show Day, Recreation Day (Launceston and Burnie only), Christmas Day and Boxing Day; or any other day or part of a day that may be deemed to be a statutory holiday by the application of the *Statutory Holidays Act 2000*.
- (b) FPT and Employee may agree to substitute a public holiday as provided by the NES with an alternative day.

26.2 Payment for Public Holidays not worked

- (a) An Employee, other than a Casual Employee, who is not required to work his or her ordinary hours of work on a Public Holiday, is entitled to be paid his or her Ordinary Rate for that day.
- (b) A Part-Time Employee whose ordinary hours of work do not fall on a Public Holiday is not entitled to be paid for that day.
- (c) Unless an Employee's accustomed workplace is located within an area where a Public Holiday falls that day is not a Public Holiday for such an Employee for the purposes of this clause 26.

26.3 Payment for Public Holidays worked

- (a) Where an Employee is required to work on a Public Holiday they will be paid at the rate of double time for the actual hours worked.
- (b) Where an Employee is required to work on the observed public holiday they will be paid at the rate of double time for the actual hours worked. An Employee who works on an observed and actual public holiday will be paid the penalty rate for working on the observed public holiday, but not both.

PART 7 – DISPUTE RESOLUTION AND CONSULTATION

27 DISPUTE SETTLEMENT PROCEDURE

- (a) If a dispute relates to:
 - (i) a matter arising under this Agreement; or
 - (ii) the National Employment Standards (NES);this clause sets out procedures to settle the dispute.
- (b) An Employee who is a party to the dispute may appoint up to 2 representatives for the purposes of the procedures in this clause.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- (e) FWC may deal with the dispute in two stages:
 - (i) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if FWC is unable to resolve the dispute at the first stage, FWC may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties.
- (f) While the parties are trying to resolve the dispute using the procedures in this clause:
 - (i) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an Employee must comply with a direction given by FPT to perform other available work at the same workplace, or at another workplace, unless:
 - (A) the work is not safe;
 - (B) applicable work, health and safety legislation would not permit the work to be performed;
 - (C) the work is not appropriate for the Employee to perform; or
 - (D) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause in relation to matters set out clause 27(a).

28 CONSULTATION

28.1 Consultation regarding major workplace change

- (a) Where FPT has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant

effects on Employees, FPT must notify the Employees who may be affected by the proposed changes and their representatives, if any. This process will require real listening by all parties and may have the capacity to influence the outcomes.

- (b) Significant effects include termination of employment; major changes in the composition, operation or size of FPT's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (c) FPT must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 28.1(a), the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- (d) The discussions must commence as early as practicable after a definite decision has been made by FPT to make the changes referred to in clause 28.1(a).
- (e) For the purposes of such discussion, FPT must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that FPT is not required to disclose confidential information the disclosure of which would be contrary to FPT's interests.

28.2 Consultation about changes to rosters or hours of work

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

PART 8 – TERMINATION AND REDUNDANCY

29 TERMINATION OF EMPLOYMENT

29.1 Termination by an Employee

- (a) An Employee may terminate his or her employment by giving FPT 2 weeks' notice in accordance with clause 29.2(a). Notice of termination must be in writing to his or her manager. This period may be varied by agreement at the time of giving notice.
- (b) If an Employee who is at least 18 years old fails to give the required notice, then FPT may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the employee.

29.2 Notice of Termination by FPT

- (a) FPT may terminate the employment of an Employee, for a valid reason, by giving the Employee written notice in accordance with the table below:

Employee's period of continuous service with FPT at the end of the day the notice is given	Period
Not more than 1 year	2 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) An Employee whose employment is terminated by FPT, and who is over forty-five (45) years of age and has completed at least two (2) years' continuous service with FPT immediately before the termination, is entitled to an additional one (1) weeks' notice.
- (c) FPT may pay an Employee in lieu of all or part of the notice periods referred to in clauses 29.1(a) and 29.2(a) at the Full Rate of Pay.
- (d) The notice requirements set out in clauses (a) and (b) do not apply in respect to an Employee whose employment is summarily dismissed under clause 29.4.

29.3 Job search entitlement

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

29.4 Summary Dismissal

FPT may terminate an Employee's employment summarily where that Employee is guilty of Serious Misconduct.

29.5 Requirements on termination of employment

- (a) Employees are required to return:
 - (i) documents in their possession or control relating in any way to any trade secret and/or intellectual property and/or confidential information, or the business or affairs of FPT or any FPT's related entity; and

- (ii) all property and equipment belonging to FPT.
by close of business on the date of termination.
- (b) FPT will pay an Employee any amounts payable on termination (including Redundancy Pay as set out in Clause 30.6) on the next Pay Day.

30 REDUNDANCY

30.1 Definition of Redundancy

A redundancy occurs where FPT has made a definite decision that FPT no longer requires the job done by the Employee to be done by anyone except where this is due to ordinary and customary turnover of labour.

30.2 Transfer to lower paid duties

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

30.3 Redeployment

- (a) The parties agree that it is not desirable to lose the services of an Employee through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within FPT should a redundancy situation arise.
- (b) In the event of a position being made redundant or an Employee's hours are reduced which causes a loss of Employee's income the following applies:
 - (i) FPT will actively explore all internal redeployment opportunities;
 - (ii) An Employee seeking redeployment may be retrained for an available position provided that the:
 - (A) retraining is reasonable having regard to the cost and time associated with retraining the Employee; and
 - (B) Employee can demonstrate that he or she possesses the necessary capacity for that position.
 - (iii) Where retraining is required, FPT will provide and pay for any training, which FPT deems necessary for the Employee to perform the duties of the redeployment position. The Employee will be entitled to undertake the training during work time.
 - (iv) All reasonable attempts will be made to ensure that an Employee's area of choice, hours of work, previous employment classification and preferred roster patterns are met.

30.4 Notice

The period of notice in the event that a position is made redundant or hours are reduced or altered to cause a loss of income is as follows:

Employee's period of continuous service with FPT	Period of notice
Not more than 3 years	2 weeks

More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The required period of notice will be increased by 1 week if the Employee is over 45 years of age and at the time of redundancy has completed 2 years' continuous service with FPT. FPT may make a payment in lieu of notice.

30.5 Voluntary redundancy

- (a) FPT will, in the first instance, seek expressions of interest from Employees for a voluntary redundancy. FPT is under no obligation to accept any expression of interest for a voluntary redundancy and has discretion as to which Employees are offered a voluntary redundancy.
- (b) An Employee who accepts a voluntary redundancy will be paid:
 - (i) Payment for the notice under clause 30.4; and
 - (ii) 2 weeks' pay for each year of service and pro rata for the final uncompleted year of service.

30.6 Redundancy Pay

An Employee whose employment is terminated for reasons of redundancy, will be entitled to the Redundancy Pay calculated on the basis of:

- (a) 2 weeks' pay for each year of service and pro rata for the final uncompleted year of service (or in accordance with the NES if the NES is more generous); and
- (b) If an Employee has more than five years continuous service at the date of redundancy and is not entitled to payment for pro-rata long service leave, an ex-gratia payment equivalent to the pro-rata long service leave.

30.7 Payment for loss of income

- (a) An Employee who accepts an alternative position but suffers a reduction income will receive a payment calculated on the following basis:
(Existing Weekly Rate – New Weekly Rate) x 2 x years of service and pro rata for any uncompleted year of service
- (b) Weekly Rate means:
 - (i) the Ordinary Rate;
 - (ii) any penalties;
 - (iii) any all purpose work-related allowances.

30.8 Employee leaving during notice

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

30.9 Transfer of business

- (a) Transfer of business has the meaning as set out in Part 2-8 – Transfer of Business of the FW Act.
- (b) Where a business or part of a business is transmitted from FPT to another

employer, FPT undertakes to make every reasonable attempt to ensure that the terms and conditions of employment of transferring Employees amount to suitable alternative employment.

- (c) If the Employee's employment is transferred to another employer (the second employer) and the second employer recognises the Employee's service with the FPT, the Employee is not entitled to redundancy pay under clause 30.6 in relation to the termination of his or her employment with FPT.
- (d) An Employee is not entitled to redundancy pay under clause 30.6 in relation to the termination of his or her employment with FPT if:
 - (i) the Employee rejects an offer of employment made by the second employer that:
 - (A) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with FPT immediately before the termination; and
 - (B) recognises the Employee's service with FPT; and
 - (ii) had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee.

30.10 Variation of redundancy pay

If FPT obtains other acceptable employment, FPT is not required to pay Redundancy Pay under clause 30.6.

30.11 Exemption to Pay Redundancy

There is no requirement for FPT to pay Redundancy Pay to any Employee where there is not a redundancy situation, or to Employees:

- (a) who resign from their employment with FPT;
- (b) where their employment is terminated as a consequence of conduct or capacity;
- (c) who are engaged as Casual Employees;
- (d) who are engaged as Temporary Employees and the employment is terminated as a consequence of concluding a fixed term or fixed task or receiving payment in lieu of the requirement to perform the arrangement to its agreed conclusion or expiry;
- (e) with continuous service with FPT of less than 12 months;
- (f) who are transferring Employees within the meaning as per clause 30.9;
- (g) where FPT obtains other acceptable employment for them;
- (h) who reject an offer of employment made by another FPT that:
 - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with FPT immediately before the termination; and
 - (ii) recognises the Employee's service with FPT; and
 - (iii) had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee.

PART 9 – OTHER MATTERS

31 FLEXIBLE WORK ARRANGEMENTS

- (a) FPT and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - (i) the arrangement deals with one or more of the following matters:
 - (A) remuneration;
 - (B) hours of work;
 - (C) arrangements about when work is performed;
 - (D) overtime;
 - (E) meal breaks;
 - (F) rest breaks;
 - (G) allowances;
 - (H) annual leave loading;
 - (I) Public Holidays (including the payment for Public Holidays); and
 - (ii) the arrangement meets the genuine needs of FPT and the Employee in relation to one (1) or more of the matters mentioned in clause 31(a)(i); and
 - (iii) the arrangement is genuinely agreed to by FPT and the Employee.
- (b) FPT must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the FW Act;
 - (ii) are not unlawful terms under section 194 of the FW Act; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) FPT must ensure that the individual flexibility arrangement:
 - (i) is in writing;
 - (ii) includes the name of FPT and the Employee;
 - (iii) is signed by FPT and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) includes details of:
 - (A) the terms of the Agreement that will be varied by the arrangement;
 - (B) how the arrangement will vary the effect of the terms;
 - (C) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) FPT must give the Employee a copy of the individual flexibility arrangement within

14 days after it is agreed to.

- (e) FPT or the Employee may terminate the individual flexibility arrangement:
 - (i) by giving at least four (4) weeks written notice to the other party to the arrangement; or
 - (ii) if FPT and the Employee agree in writing — at any time.

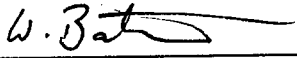
SIGNING PAGE

Signatory

Name Wendy Bateman

Address 

Authority Business Services Manager Signed for and on behalf of FPT.


Signature 

Signatory

Name Sandra McConnell

Address 

Authority Lead Nurse FPT Signed for and on behalf of FPT staff.

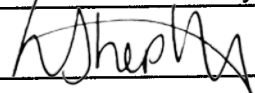
Signature 

Signatory

Name Emily Shepherd

Address 182 Macquarie Street Hobart 7000

Authority Branch Secretary Australian Nurses and Midwifery Federation


Signature 

Signatory

Name Billy King

Address 116 Queensberry Street
Carlton South VIC 3053

Authority Branch Executive President Australian Services Union

Signature  21/12/2021

Classifications

Every classification level is underpinned by FPT's values.

FPT LEVEL 1

Characteristics of the level

- (a) A person employed as a level 1 employee 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 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. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

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;

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;
- (c) Organisational relationships
 - (i) work under regular supervision;
 - (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.

FPT roles included (but not limited to) in this level are:

- (a) Administration Officer
- (b) Receptionist

FPT Level 2

Characteristics of this level

- (a) A person employed as a level 2 employee 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 employees in their day-to-day or task by task work. Employees with supervisory responsibilities may undertake some planning and co-ordination of activities within a clearly defined area of the organisation.

(e) Those with supervisory responsibilities should be able to assist subordinate employees with on-the-job training.

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;

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

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

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

(k) 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.

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 degree;
 - (ii) associate diploma with relevant experience; or
 - (iii) 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;
 - (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.

FPT roles included (but not limited to) in this level are:

- (a) Senior Administration Officer
- (b) Project Officer
- (c) Health Promotions Officer
- (d) Enrolled Nurse

If employed as an Enrolled Nurse, then the following also applies:

- (a) Employee must possess current enrolled nurse registration with AHPRA;
- (b) An Enrolled Nurse supports the clinical team to provide clinical services within scope of practice;
- (c) An Enrolled Nurse works under the supervision and direction of a Registered Nurse; and
- (d) indicative duties include assisting with procedures, maintaining infection control standards, sterilising equipment and providing support to patients

FPT Level 3

Characteristics of this level

- (a) A person employed as a level 3 employee 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.

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 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.

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 years' 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) Organisational relationships

(i) works under general direction;

(ii) supervises other employees or works in a specialised field.

(d) 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.

FPT roles included (but not limited to) in this level are:

(a) Educator

(b) Nurse

If employed as an **Educator** at this level then the following also applies:

General

An employee who is required to Professional Teaching Qualifications and may also have Registration of the Tasmanian Teacher's Board to:

(a) Deliver education services to schools from K – G12 – students and employees

(b) Deliver education services to TasTAFE or University of Tasmania or any other tertiary institution – students and employees

(c) Deliver education to Early Years' Service programs – students and employees

(d) Deliver education to Disability support organisations – clients and employees

(e) Deliver education to staff/ and or their clients of any Government, Private or NGO service provider

(f) Deliver any FPT PD programs to organisations requesting FPT's evidence based RSE education

(g) Deliver and participate in health promotion activities both educational and clinical

(h) Research and develop education programs across all of the above client groups

(i) Deliver 1-1; small group Education for Knowledge and Skills and Intervention for Problem Sexual Behaviours for people living with disability

(j) Advocacy, Information and professional advice for all networks and professionals involved in service to people living with disability

A person employed as an Educator at this level will participate in teaching, training, planning and evaluating FPT programs. A person employed as an Educator at this level will act as a co-presenter for any delivery of FPT programs other than professional programs.

If employed as a **Nurse** at this level than the following also applies:

General

A Nurse at this level is required to have current registration with the Nursing Board of Tasmania and is required to undertake clinical service delivery under the Preceptorship of a Senior Nurse.

A Nurse at this level will be required to undertake and successfully complete the training necessary to become a Senior Nurse within 6 months of commencement.

FPT Level 3A (Educator)

Characteristics of this level

- (a) A person employed as a level 3A employee 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.
- (g) Employees are expected to generate revenue through the engagement of their networks and experience to ensure that they can achieve annual revenue targets through existing program delivery and the adaption or development of new programs.

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 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) 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) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (iv) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (v) assist senior employees with the planning and co-ordination of a community program of a complex nature with minimal supervision;
- (l) establish and manage key stakeholders to promote service delivery;
- (m) display product knowledge of 50% or more of FPT's programs.

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 atleast one years' relevant experience;
 - (ii) registration with the TRB (Teachers Registration Board) and DoE (Department of Education) or equivalent body;
- (c) Organisational relationships
 - (i) works under general direction;

(d) Extent of authority

- (i) required to set outcomes within defined constraints;
- (ii) provides specialist technical advice;
- (iii) solutions to problems generally found in precedents, guidelines or instructions.

General

The duties of an employee who is required to be in possession of a Professional Teaching Qualification and may also have Registration of the Tasmanian Teacher's Board may encompass, but are not limited to the following:

- (a) Deliver education services to schools from K – G12 – students and employees
- (b) Deliver education services to TasTAFE or University of Tasmania or any other tertiary institution – students and employees
- (c) Deliver education to Early Years' Service programs – students and employees
- (d) Deliver education to Disability support organisations – clients and employees
- (e) Deliver education to staff/ and or their clients of any Government, Private or NGO service provider
- (f) Deliver any FPT PD programs to organisations requesting FPT's evidence based RSE education
- (g) Deliver and participate in health promotion activities both educational and clinical
- (h) Research and develop education programs across all of the above client groups
- (i) Deliver 1-1; small group Education for Knowledge and Skills and Intervention for Problem Sexual Behaviours for people living with a disability.
- (j) Advocacy, Information and professional advice for all networks and professionals involved in service to people living with disability.

A person employed as an Educator at this level will participate in teaching, training, planning and evaluating FPT programs. A person employed as an Educator at this level will act as a co-presenter for any delivery of FPT programs other than professional programs.

FPT Level 4

Characteristics of the level

- (a) A person employed as a level 4 employee 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.

(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 employees and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and employees.

(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.

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;
- (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
- (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
- (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 other programs for clients;

(p) 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 clients and other organisations;
- (vi) plan, develop and operate a community service organisation of a moderately complex nature.

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.

FPT roles included (but not limited to) in this level are:

- (a) Senior Educator
- (b) Senior Nurse

If employed as a **Senior Educator** at this level than the following also applies:

General

An employee who is required to Professional Teaching Qualifications and may also have Registration of the Tasmanian Teacher's Board to:

- (a) Deliver education services to schools from K – G12 – students and employees
- (b) Deliver education services to TasTAFE or University of Tasmania or any other tertiary institution – students and employees
- (c) Deliver education to Early Years' Service programs – students and employees
- (d) Deliver education to Disability support organisations – clients and employees
- (e) Deliver education to staff/ and or their clients of any Government, Private or NGO service provider
- (f) Deliver any FPT PD programs to organisations requesting FPT's evidence based RSE education
- (g) Deliver and participate in health promotion activities both educational and clinical
- (h) Research and develop education programs across all of the above client groups
- (i) Deliver 1-1; small group Education for Knowledge and Skills and Intervention for Problem Sexual Behaviours for people living with disability
- (j) Advocacy, Information and professional advice for all networks and professionals involved in service to people living with disability

A person employed as a Senior Educator will be responsible for and undertake the planning, teaching/training and evaluating of any FPT programs either as a sole presenter or as a co-presenter and this will include professional programs. A person employed as a Senior Educator will represent the Manager, Education and Health Promotions, at meetings, when required and may also act up in the Manager position when the Manager is on leave.

If employed as a **Senior Nurse** at this level than the following also applies:

A Nurse at this level is required to have current registration with the Nursing Board of Tasmania. Further, a Nurse at this level is required to have successfully completed the Sexual and Reproductive Health Certificate from an accredited provider and hold an accredited Pap Smear Provider Certificate or equivalent. A Senior Nurse at this level will provide specialist nursing care and education, training and mentoring in accordance with advanced practice nursing standards and FPT Guidelines and may be required to oversee clinical services and quality improvement.

FPT Level 4A (Lead Nurse)

Characteristics of the level

A person employed as a Lead Nurse will provide leadership and guidance to the FPT Nursing Team statewide.

Responsibilities

Clinical lead for infection control and clinical governance issues including incidents, policies and protocols.

Requirements of the position

- (a) Registered Nurse/Midwife with current AHPRA registration
- (b) At least 5 years' experience in the sexual and reproductive health field.

FPT Level 5

Characteristics of the level

(a) A person employed as a level 5 employee 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 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.

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 specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (c) exercise 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 limited 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) exercise autonomy in establishing the operation of the work area;
- (h) 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 the operation of a work area and monitor work outcomes;
- (vi) supervise on occasions other specialised staff;
- (vii) supervise the operation of a discrete element which is part of a larger organisation;
- (viii) provide consultancy services for a range of activities.

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 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;
- (ii) supervision of staff.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) may supervise a work area or medium to large organisation or multi-worksite organisation;
- (iii) has limited 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.

FPT roles included (but not limited to) in this level are:

- (a) GP Registrar

If employed as a **GP Registrar** at this level than the following also applies:

GP Registrar is a medical practitioner admitted to an Australian Medical Council accredited vocational training program leading to a fellowship of a Medical College including those of General Practice and Rural and Remote Medicine and able to access Medicare VR rebates.

A GP Registrar will require support from higher level medical practitioners but will be able to work independently. A GRP Registrar will be trained in clinical procedures appropriate to a SRH setting, including but not limited to Implanon and IUD insertion and removal.

FPT Level 6

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 employees;
 - (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.

FPT roles included (but not limited to) in this level are:

- (a) Medical Officer

If employed as a **Medical Officer** at this level then the following also applies:

A Medical Officer is a Doctor with not less than four completed years of post-graduate clinical experience who is appointed as such. A Doctor at this level will:

- (a) have a high level of experience in Sexual and Reproductive Health.
- (b) Hold a SHFPA Certificate in Sexual and Reproductive Health for Doctors or equivalent.
- (c) be able to access Medicare VR rebates.
- (d) experience working in a multidisciplinary team environment.
- (e) work independently.
- (f) Either has trained in and has experience in clinical procedures appropriate to a SRH setting, including but not limited to Implanon and IUD insertion and removal, or is willing to train in such procedures.
- (g) Able to supervise medical students, registrars and SHFPA Doctors' Certificate course participants.
- (h) Able to train other doctors and nurses in clinical procedures within the limits of personal competence

FPT Level 7

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) 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;

(j) develop and recommend ongoing plans and programs.

FPT roles included (but not limited to) in this level are:

- (a) Senior Medical Officer
- (b) Senior Medical Educator
- (c) Regional Medical Officer

Senior Medical Officer / Senior Medical Educator/Regional Medical Officer means a medical practitioner who possesses a higher qualification appropriate to the specialty in which they are employed and has had not less than eight years practical experience in that specialty after obtaining the highest qualification. Notwithstanding an officer not having such years of experience, an officer may be appointed as a Senior/Regional Medical Officer if they have had sufficient experience in their specialty to satisfy the employer.

A Doctor at this level will:

- (a) have a high level of experience in Sexual and Reproductive Health.
- (b) Hold a FPAA Certificate in Sexual and Reproductive Health for Doctors or equivalent.
- (c) be able to access Medicare VR rebates.
- (d) experience working in a multidisciplinary team environment.
- (e) work independently.
- (f) Either has trained in and has experience in clinical procedures appropriate to a SRH setting, including but not limited to Implanon and IUD insertion and removal, or is willing to train in such procedures.
- (g) Able to supervise medical students, registrars and FPAA Doctors' Certificate course participants.
- (h) Able to train other doctors and nurses in clinical procedures within the limits of personal competence

The SME/SMO/RMO, will help to plan, implement and manage education and training programs for Medical Officers and other health professionals which are provided by FPT and will have significant involvement in such programs.

The SMO/RMO will manage highly complex clinical consultations independently within a clinical setting as well as supervise medical and other trainees. Has trained in and has experience in clinical procedures appropriate to a SRH setting, including but not limited to Implanon and IUD insertion and removal. The SMO/RMO will be involved in developing education and training programmes provided by FPT and may be involved in managing research/clinical projects.

The SMO/RMO will have additional management and leadership responsibilities as well as clinical supervision of medical practitioners and participation in the development and implementation of FPT policies and protocols.

The SMO/RMO will be required to advise and support FPT nurses in their clinical practice.

In addition they may be responsible for assisting in the implementation of organisational processes, including quality improvement activities, accreditation processes, clinical audits, staff development and service planning.

The SMO/RMO will contribute to the planning, coordination and delivery of high quality clinical services and will contribute to the Strategic Planning processes of the organisation.

The SMO/RMO will have some responsibility for the formation of policies and clinical protocols within the organisation, especially with reference to education, while the SMO/RMO may be required to be involved in the organisation and implementation of activities which Medical Officers are expected to participate in, which include:

- Working with FPT nurses in an advisory and supportive manner
- Participation in educational activities
- Participation in staff development and service planning
- Participation in any future audit and Quality Improvement activities
- Participation in any future accreditation process
- Participation in protocol development or improvement
- Participation in any future research or clinical projects

SCHEDULE 2 2021

Remuneration

FPT Level	Position Title	2021		2022	
		Ordinary rate per hour FFPP 1 August 2021	Casual rate per hour FFPP 1 August 2021	Ordinary rate per hour FFPP 1 August 2022	Casual rate per hour FFPP 1 August 2022
Level 1	Administration Officer Receptionist	\$ 29.95	\$ 37.44	\$ 30.70	\$ 38.38
Level 2	Project Officer Health Promotions Officer Senior Administration Officer Enrolled Nurse	\$ 35.94	\$ 44.93	\$ 36.83	\$ 46.05
Level 3	Educator Nurse	\$ 40.39	\$ 50.48	\$ 41.39	\$ 51.74
Level 3A	Educator	\$ 43.54	\$ 54.43	\$ 44.63	\$ 55.79
Level 4	Senior Educator Senior Nurse	\$ 47.47	\$ 59.34	\$ 48.65	\$ 60.82
Level 4A	Lead Nurse	\$ 52.18	\$ 65.23	\$ 53.49	\$ 66.86
Level 5	GP Registrar	\$ 66.52	\$ 83.16	\$ 68.19	\$ 85.24
Level 6	Doctor	\$ 101.82	\$ 122.19	\$ 104.37	\$ 125.25
Level 7	Senior Medical Officer Senior Medical Educator Regional Medical Officer	\$ 109.01	\$ 130.81	\$ 111.73	\$ 134.08

FFPP = First full pay period

IN THE FAIR WORK COMMISSION

Applicant: Family Planning Tasmania

Matter: AG2021/9285

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Wendy Bateman, Business Services Manager at Family Planning Tasmania (“FPT”) give the following undertakings with respect to the Family Planning Tasmania Enterprise Agreement 2021 (“the Agreement”):

1. I have the authority given to me by FPT to provide this undertaking in relation to the application before the Fair Work Commission.

2. **Travel Allowance**

That clause 15(c) of the Agreement be replaced with the following:

“Where an Employee is required and authorised by FPT to use the Employee’s motor vehicle in the course of the duties, the Employee will be reimbursed an allowance of not less than \$0.80 per kilometre”.

3. **Higher Duties – Nurses and Medical Practitioners**

Further to clause 12(a) of the Agreement, where a Nurse or Medical Practitioner is required to perform duties and have responsibilities of a higher classified position for a continuous period of 3 working days or longer, they shall be paid the minimum Ordinary Rate for the higher classified position.



Signature

02/02/2022

Date

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.