



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Health Practitioner Regulation Agency
(AG2014/6281)

AUSTRALIAN HEALTH PRACTITIONER REGULATION AGENCY ENTERPRISE AGREEMENT (TAS) 2014-2016

State and Territory government administration

COMMISSIONER BISSETT

MELBOURNE, 12 JUNE 2014

Application for approval of the Australian Health Practitioner Regulation Agency Enterprise Agreement (TAS) 2014-2016.

[1] An application has been made for approval of an enterprise agreement known as the *Australian Health Practitioner Regulation Agency Enterprise Agreement (TAS) 2014-2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Health Practitioner Regulation Agency. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The CPSU, the Community and Public Sector Union, and Australian Nursing and Midwifery Federation being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2), I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 June 2014. The nominal expiry date of the Agreement is 30 June 2016.


COMMISSIONER


The signature of Commissioner Bissett is written in blue ink over the seal. The seal is circular with the text 'SEAL OF THE FAIR WORK COMMISSION' around the perimeter and the Australian coat of arms in the center. The word 'COMMISSIONER' is printed below the signature.

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Australian Health Practitioner Regulation Agency

(AHPRA)

Enterprise Agreement (TAS)

2014 – 2016

Contents

PART 1 - APPLICATION AND OPERATION OF AGREEMENT	5
1. Title	5
2. Parties and coverage	5
3. Definitions	5
4. Operation of this Agreement	7
5. Employees bound by applicable legislation	7
6. Unintended consequences	7
7. Posting of Agreement	8
PART 2 - WORKPLACE ENVIRONMENT	9
8. Workplace Health and Safety	9
9. Workload	9
PART 3 - INDIVIDUAL FLEXIBILITY ARRANGEMENT	10
10. Individual flexibility arrangements	10
11. AHPRA's obligations in respect of individual flexibility arrangement	10
12. Termination of individual flexibility arrangement	10
PART 4 - CONSULTATION AND DISPUTE RESOLUTION	11
13. Consultation – organisational change	11
14. Dispute resolution	12
15. Consultation – local matters	13
16. Anti-discrimination	13
17. Protection and facilities for accredited Union representatives	13
PART 5 - TERMS OF EMPLOYMENT	15
18. Engagement	15
19. AHPRA to advise Employee of terms of employment in writing	15
20. Part time employment	15
21. Fixed term employment / temporary employment	16
22. Casual employment	16
23. Probation	17
24. Supported Employees	17
PART 6 - HOURS, SALARY AND RELATED MATTERS	18
25. Hours of work	18
26. Flexitime	18
27. Requests for flexible working arrangements	19
28. Classifications and salary rates	19
29. Salary increases	19
30. Classification of Employees and salary advancement	19
31. Training and professional development	19
32. Payment of salary	20

33. Superannuation.....	20
34. Accident make-up pay	21
35. Home based work	22
36. Disciplinary matters – unsatisfactory work performance and Misconduct.....	22
PART 7 - TIME IN LIEU, OVERTIME, HOLIDAYS AND BREAKS	24
37. Time in lieu.....	24
38. Overtime	24
39. Public holidays	25
40. Meal breaks and rest breaks	25
PART 8 – ALLOWANCES	26
41. Higher duties allowance.....	26
42. On-call allowance.....	26
43. Motor vehicle Allowance	27
44. Travelling expenses	27
45. Reimbursement of expenses	27
46. Allowances - Work or Conditions.....	29
47. Resources for Employees.....	30
48. Costs of employment related legal proceedings.....	30
PART 9 - LEAVE.....	31
49. Annual leave and leave loading.....	31
50. Purchased leave	32
51. Personal leave	33
52. Compassionate leave	34
53. Blood donor's leave	34
54. Parental leave	34
55. Long service leave.....	36
56. Jury service.....	36
57. Emergency services leave	36
58. Ceremonial and cultural leave	36
59. Community service leave.....	37
60. Leave without pay.....	37
61. Domestic / relationship violence	37
PART 10 - TERMINATION OF EMPLOYMENT	38
62. Notice of termination by AHPRA.....	38
63. Notice of termination by an Employee	38
PART 11 – REDEPLOYMENT AND REDUNDANCY	39
64. Redeployment and redundancy.....	39
65. Consultation	40
66. Redeployment.....	40
67. Transfer to lower duties	41

68. Redundancy entitlements	41
69. Outplacement assistance	41
70. Job search entitlement.....	42
71. Future employment.....	42
72. Individual grievance	42
Appendix 1.a – Classifications and salary	44
AHPRA Salary classification ranges – general.....	44
AHPRA Salary classification ranges – Senior and Technical Specialist	44
Appendix 1.b – Allowances.....	45
Appendix 2 – Supported wage guideline	46
Appendix 3 – Probation guidelines	49
Appendix 4 – Performance appraisal principles	50

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. Title

- 1.1 This Agreement will be known as the **Australian Health Practitioner Regulation Agency Enterprise Agreement (TAS) 2014-2016** (the Agreement").

2. Parties and coverage

- 2.1 The Australian Health Practitioner Regulation Agency ("**AHPRA**") ("the Employer") administers the National Registration and Accreditation Scheme. The scheme's vision is to have a competent and flexible health workforce that meets the current and future needs of the Australia community.
- 2.2 The priorities of AHPRA are, amongst other things, to:
- (a) drive nationally consistent standards, processes and decision making;
 - (b) adopt contemporary business and service delivery models; and
 - (c) become a recognised leader in professional regulation.
- 2.3 This Agreement applies to and covers:
- (a) AHPRA Employees in Tasmania;
 - (b) the following organisations of Employees: the Community and Public Sector Union and the Australian Nursing and Midwifery Federation (TAS) Branch.

3. Definitions

- 3.1 **AHPRA** – means the Australian Health Practitioner Regulation Agency, being the Employer of the Employees.
- 3.2 **ATO** – means Australian Taxation Office.
- 3.3 **Casual Employee** - means an Employee who is engaged intermittently for work of an unexpected or casual nature, and does not include an Employee who could properly be engaged as a full-time or part-time Employee.
- 3.4 **Dispute** – is a disagreement or difference between people or groups of people, on a matter involving the application of this Agreement or the National Employment Standards, or pertaining to the relationship the Employer and Employee. A dispute may arise when one party makes a claim and the other party rejects it.
- 3.5 **Employee** – means a person employed directly with AHPRA in a permanent ongoing role, on a temporary or fixed term contract, or on a casual basis, who falls within the salary classification structure in Appendix 1.a.
- 3.6 **FWC** – means Fair Work Commission.
- 3.7 **FW Act** – means the *Fair Work Act 2009* (Cth).
- 3.8 **Full-time Employee** - means an Employee engaged to work an average of 37.5 hours of ordinary time per week.
- 3.9 **Grievance** – is a real or imaginary issue causing resentment and is regarded as grounds for complaint.
- 3.10 **Immediate Family** – means
- (a) spouses and de facto partners, including same sex partners;
 - (b) children and grandchildren;
 - (c) parents;
 - (d) grandparents; and

- (e) those described in sub-sections (b), (c) and (d) above if they are those relatives of the Employee's spouse, de facto partner or same sex partner.
- 3.11 **Misconduct** - means behaviour inconsistent with the Employees contract of employment or breaches of the Employers workplace policies and matters not considered to be serious misconduct.
- 3.12 **Part-time Employee** - means an Employee engaged to work regular ordinary hours of less than 37.5 hours per week, and who is entitled to all the benefits of this Agreement on a pro rata basis except where otherwise provided.
- 3.13 **Party** – means a party covered by this Agreement, being AHPRA, an Employee or Employees, or a Union. "Parties" is a collective reference to all Parties covered by this Agreement, except where the context indicates otherwise.
- 3.14 **Permanent Employee** - means an Employee engaged on a continuing basis. A permanent Employee may be engaged as a full time Employee or a part time Employee.
- 3.15 **Preserved** – means the preserving of an entitlement contained in a transitional letter of offer.
- 3.16 **Serious Misconduct** – means wilful or deliberate behaviour inconsistent with the continuation of employment including theft, fraud, assault, being intoxicated, unauthorised access to or dissemination of pornographic material or refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment; and conduct that causes serious or imminent risk to the health and safety of a person or reputation or viability of the Employer's business.
- 3.17 **Union** – means the Community and Public Sector Union and the Australian Nursing and Midwifery Federation (TAS).
- 3.18 **Union Delegate** – means a representative of the union who is an Employee of AHPRA of whom AHPRA has been notified of by the union.
- 3.19 **Workplace Bullying** – means repeated, unreasonable or inappropriate behaviour directed towards a worker, or group of workers, that a reasonable person, having regard to the circumstances, would see as victimising, humiliating, undermining or threatening and that creates a risk to health and safety.

4. Operation of this Agreement

- 4.1 This Agreement shall come into operation on the seventh day after the date of approval by the FWC. The nominal expiry date of this Agreement is 30 June 2016.
- 4.2 This Agreement provides a comprehensive statement of the terms and conditions of the employment of Employees to whom it applies.
- 4.3 The Agreement operates to the exclusion of, and wholly replaces, any Award, Agreement, or other industrial instrument of FWC that would, apart from this clause, apply to the employment of Employees covered by this Agreement.
- 4.4 From the commencement of this Agreement, no further claims will be made or pursued about the terms and conditions of employment that would apply to Employees during the life of this Agreement.
- 4.5 The operation of this Agreement may be supported by AHPRA's policies, procedures, and guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.
- 4.6 Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time following consultation with the Parties to the Agreement either through the local consultative committee where necessary or accordance with clause 13, and will apply in the form they are in as at the time of any relevant action / decision.
- 4.7 Disputes and grievances over the content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement are subject to the Dispute Resolution procedures of the Agreement.
- 4.8 AHPRA is committed to continue, and build on, the current levels of Employee engagement and consultation. The ongoing facilitation of local workplace consultation will be encouraged.
- 4.9 In any matter arising under this Agreement, an Employee may have an Employee representative (Union or non-Union) of their choice to assist or represent her / him, on a particular matter.
- 4.10 The parties agree to commence negotiations for a new agreement no later than 3 months prior to the nominal expiry date unless otherwise agreed.

5. Employees bound by applicable legislation

- 5.1 Employees must comply with all applicable Commonwealth or State and Territory legislation in connection with their employment by AHPRA, including, but not limited to, all applicable legislation relating to confidentiality and privacy.

6. Unintended consequences

- 6.1 The Parties recognise that the complexity of terms and conditions being superseded to form this Agreement and the recent formation of AHPRA may result in unintended consequences. The Parties to this Agreement agree to working cooperatively to resolve these consequences wherever they arise. No Employee will, on balance, have his or her overall salary and conditions reduced as a result of the making of this Agreement.
- 6.2 Where an Employee believes that an entitlement to a transitional condition of employment has not been recognised, AHPRA will consider additional evidence to determine whether it will be preserved.

7. Posting of Agreement

- 7.1 A copy of this Agreement will be placed by AHPRA on the intranet in a place accessible to all Employees. All new Employees will be advised how and where to access this information.

PART 2 - WORKPLACE ENVIRONMENT

8. Workplace Health and Safety

- 8.1 The parties to this Agreement are committed to continuous improvement in workplace health and safety outcomes.
- 8.2 AHPRA will consult with Employees on workplace health and safety matters.
- 8.3 AHPRA will establish and maintain designated work groups.
- 8.4 Health and safety committees will be established in the workplace.
- 8.5 AHPRA will facilitate the election of health and safety representatives to the committees by designated work groups.
- 8.6 AHPRA will ensure that health and safety representatives attend an approved health and safety representative training course as soon as practical after being elected and will be granted paid leave to attend such training.
- 8.7 The parties to this Agreement are committed to preventing workplace bullying and harassment by ensuring all Employees are treated with respect and dignity. AHPRA will train all Employees in appropriate workplace behaviour.
- 8.8 Health and safety representatives will have the right to ask their Union or any other person for health and safety assistance in the workplace. AHPRA will facilitate entry of the requested person or persons.

9. Workload

- 9.1 AHPRA acknowledges the benefits to both the organisation and individual Employee gained through Employees having a balance between both their professional and family life.
- 9.2 AHPRA further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an Employee's ordinary hours of work. However, AHPRA may require an Employee to work overtime where:
 - (a) such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by AHPRA; or
 - (b) where, due to an emergency, it has not been possible to provide reasonable notice.
- 9.3 When an Employee is required by AHPRA to work overtime the Employee must be compensated in accordance with the appropriate overtime clause where the Employee is covered by the provisions of such a clause.
- 9.4 Managers, directors, team leaders, supervisors and Employees have a mutual responsibility for managing their working hours and patterns, including leave planning, flexitime arrangements, and minimising excessive hours where possible. The provisions are designed to be sufficiently flexible for Employees to meet business requirements and balance their personal needs.
- 9.5 Where an individual or group of individuals believe that there is an allocation of work leading to Employees being overloaded with work, the individual or group of individuals concerned can seek to have the allocation reviewed by AHPRA. Where there is a sustained need for additional hours to be worked, AHPRA will review its resourcing to ensure Employees' concerns and the business requirements, are being met.

PART 3 - INDIVIDUAL FLEXIBILITY ARRANGEMENT

10. Individual flexibility arrangements

- 10.1 AHPRA and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the arrangement deals with the following matter:
 - (i) arrangements about when the work is performed.
 - (b) the arrangement meets the genuine needs of AHPRA and Employee in relation to the matter mentioned in clause 10.1(a); and
 - (c) the arrangement is made at the instigation of the Employee; and
 - (d) the arrangement is genuinely agreed to by AHPRA and the Employee.

11. AHPRA's obligations in respect of individual flexibility arrangement

- 11.1 AHPRA must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s 172 of the *FW Act*, as amended from time to time;
 - (b) are not unlawful terms under s 194 of the *FW Act*; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 11.2 AHPRA must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of AHPRA and the Employee; and
 - (c) is signed by AHPRA and the Employee. If the Employee is under 18 years of age, a parent or guardian of the Employee must also sign the arrangement; and
 - (d) includes details of:
 - (i) the terms of the 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.
- 11.3 AHPRA must provide Employee a copy of the individual flexibility arrangement
- (a) AHPRA must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed.

12. Termination of individual flexibility arrangement

- 12.1 AHPRA or an 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 AHPRA and Employee agree in writing - at any time.

PART 4 - CONSULTATION AND DISPUTE RESOLUTION

13. Consultation – organisational change

- 13.1 This clause applies:
- (a) As soon as possible on identification of the need for organisational change and prior to a decision being taken to proceed with organisational change to AHPRA's production, programs, structures, work arrangements or technology; and where,
 - (b) the change is likely to have a significant effect on Employees.
- 13.2 A 'significant effect' on Employees for the purpose of clause 13.1(b) is one that includes, but not limited to:
- (a) the termination of the employment; or
 - (b) change to the composition, operation or size of AHPRA's workforce or to the skills required of the Employee; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of ordinary hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs; or
 - (h) the change to regular rosters.
- 13.3 It is in the interest of all parties to ensure that discussions regarding organisational change in accordance with this clause between AHPRA, Employees and unions occur in a timely manner and issues raised are given prompt and proper consideration by the parties.
- 13.4 The relevant Employees may appoint a representative including their union for the purposes of this clause.
- 13.5 The Employer must recognise the representative, if:
- (a) a relevant Employee appoints, or relevant Employees appoint a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative.
- 13.6 As soon as practicable, and within a reasonable timeframe AHPRA must:
- (a) discuss with the relevant Employees and unions:
 - (i) the reasoning, commercial or otherwise for the introduction of the proposed change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures AHPRA is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and

(iii) any other matters likely to affect the Employees.

- 13.7 AHPRA however is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 13.8 The affected Employees and their representatives including unions may submit alternative proposals which will meet the indicated rational for change. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. AHPRA must give prompt and genuine consideration to matters raised about the major change by the relevant Employees, and reasons to the affected Employees if AHPRA does not accept its proposals.

14. Dispute resolution

- 14.1 This term sets out procedures to settle the dispute, if a dispute relates to:
- (a) a matter arising under this Agreement; or
 - (b) a minimum entitlement under the National Employment Standards; or
 - (c) a matter pertaining to the relationship between the Employee and the Employer.
- 14.2 An Employee who is a party to the dispute may appoint a representative, including their union for the purposes of the procedures in this term.
- 14.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between AHPRA or Employees and relevant supervisors and / or management.
- 14.4 In attempting to resolve the dispute or grievance, the parties will use the internal process and procedures, including escalation, to the higher levels of management in the first instance.
- 14.5 The parties agree the rules of natural justice apply, and the process will be conducted as quickly as possible, with as little formality, as a proper consideration of the matter allows.
- 14.6 The process will also provide for a mutually agreed independent person to assist in the resolution of the dispute or grievance. Agreement will not be unreasonably withheld and the costs of engaging the independent person will be met by the Employer.
- 14.7 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC for conciliation and if necessary, arbitration pursuant to section 739 of the *FW Act* and in accordance with clause 14.8 of this agreement.
- 14.8 The parties consent to the FWC dealing with the dispute in two stages;
- (a) the FWC will first attempt to resolve the dispute by means it considers appropriate other than by arbitration including mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the FWC is unable to resolve the dispute by these means, the FWC will then;
 - (i) arbitrate the dispute, utilising the powers available.
- 14.9 A decision made by the FWC when arbitrating a dispute is a decision for the purposes of Div 3 of Part 5 of the *FW Act*, and therefore an appeal may be made with respect to the decision.
- 14.10 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an Employee must continue to perform the work as he or she would have prior to the dispute being raised unless he or she has a reasonable concern about an imminent risk to health or safety; and

- (b) an Employee must comply with a direction given by AHPRA to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

15. Consultation – local matters

- 15.1 AHPRA welcomes local consultative committees being formed. A consultative committee will be formed where requested by Employees covered by this Agreement. This consultative committee will comprise nominees of the Unions and Employer nominated representatives. The Consultative Committee will operate under guidelines developed and agreed by the Committee and will meet no fewer than three times a year and will be informed of all proposals for change which require consultation.

16. Anti-discrimination

- 16.1 It is the intention of the Parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 16.2 Accordingly, in fulfilling their obligations under the procedures in clause 14 (Dispute Resolution), the Parties must make every endeavour to ensure that neither the Agreement provisions nor its operation are directly or indirectly discriminatory in their effects.
- 16.3 Nothing in this clause is to be taken to affect:
 - (a) any different treatment (or treatment having different effects) which is specifically exempted under the relevant anti-discrimination or equal opportunity legislation; and
 - (b) an Employee of AHPRA or pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission.

17. Protection and facilities for accredited Union representatives

- 17.1 Protection:
 - (a) An Employee shall not be dismissed or injured in his or her employment or have his or her employment altered to his or her prejudice, or be threatened with prejudicial or injurious treatment or with dismissal by reason of his or her status as a Union Delegate, engagement in lawful activities as a delegate of a Union or on the basis of his or her membership of a Union or participation in lawful Union activities, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.
 - (b) AHPRA shall not injure a person in his or her employment, or alter the terms or conditions of employment of a person to his or her prejudice on the basis of his or her membership of or participation in the lawful activities of a Union, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

17.2 Facilities:

- (a) A Union Delegate shall be released by AHPRA from normal duties for such periods of time as may be reasonably necessary to enable him or her to carry out his or her representative functions including, but not limited to, investigating any alleged breach of this Agreement, endeavouring to resolve any dispute arising out of the operation of this Agreement, participating in any bargaining, conciliation or arbitration process conducted under the provisions of the *FW Act*. Such release must not unduly affect the operations of AHPRA.
- (b) Members of a Union shall be permitted by AHPRA to post written material authorised by a Union on a Union notice board provided by AHPRA at each office location to which Union members have convenient access, and to distribute such written material by appropriate means to Union members.
- (c) Employees will be allowed reasonable access to electronic communication devices to facilitate communication between Employees and / or the Union, provided that such communication is not offensive or improper.

17.3 Employee representation on Union governing bodies:

- (a) Employees who are Union Branch / Section Council members nominated by the Branch Secretary of the Union will be entitled to a half day per month to attend Branch Council meetings. Time release will include reasonable time to travel to the meetings.
- (b) Additional paid leave will be granted to Employees who are Union members nominated by the relevant Branch Secretary to attend:
 - (i) Federal Executive and Federal / Governing Council meetings of a Union; and
 - (ii) the Australian Council of Trade Unions' triennial conference.
- (c) On application and with approval, AHPRA shall grant leave without pay to an Employee for the purposes of secondment to work for the Union.

17.4 Union Delegates shall be granted up to five (5) days paid non cumulative leave each year to attend trade union training courses that are designed to develop skills and competencies that will assist the delegate in resolving disputes and grievances. An Employee who is a Union Delegate wishing to attend such training will, at least 14 days prior to the proposed training, request AHPRA to grant leave in accordance with this clause to attend such training. Any application for leave will confirm the nature, content and duration of the training course to be attended. Approval to attend the training will be subject to being able to make adequate staffing arrangements for the duration of the leave period.

PART 5 - TERMS OF EMPLOYMENT

18. Engagement

- 18.1 Engaging Employees on a permanent basis is AHPRA's preferred method of engagement and it will undertake for the term of this agreement to minimise the number of temporary, casual and labour hire Employees.

19. AHPRA to advise Employee of terms of employment in writing

- 19.1 AHPRA will, at the time of engagement, provide each Employee with written advice of the terms of their employment which specifies:
- (a) whether they are an permanent, full-time, part-time, fixed term / temporary or casual Employee;
 - (b) if they are a part time Employee, the part time employment arrangement applying to the Employee;
 - (c) an outline of the duties of the position;
 - (d) details of hours and days of work; and
 - (e) pursuant to this Agreement,
 - (i) the classification and salary rate of the position;
 - (ii) probationary period;
 - (iii) superannuation;
 - (iv) confidentiality requirement;
 - (v) any other relevant details attaching to the employment arrangement.

20. Part time employment

- 20.1 At the time of engagement, AHPRA and the Employee will agree in writing on the arrangements for part time work. They will agree on the regular pattern of work, specifying the number of hours to be worked each day, which days of the week the Employee will work, and the start and finish times. These arrangements can be varied by written Agreement between the Employee and AHPRA at any time.
- 20.2 AHPRA may approve a request from a full time Employee for a part time arrangement. Such a request may be made at any stage and will not be unreasonably refused. Where an Employee's written request for part time arrangements is refused, AHPRA will provide the Employee with written reasons for the decision, within 21 days of the decision.
- 20.3 Time worked by a part time Employee in excess of his or her regular ordinary daily part time hours and approved by AHPRA will be considered approved overtime. The additional hours approved by AHPRA, beyond the normal part time hours per day, will be paid as overtime or taken as time in lieu.
- 20.4 Extra days or shifts requested by or offered to a part time Employee and agreed by AHPRA and the Employee shall not be paid as overtime unless the time worked exceeds the normal full-time weekly / fortnightly hours.

21. Fixed term employment / temporary employment

- 21.1 An Employee may be engaged on a temporary or fixed term basis and may be full time or part time.
- 21.2 Employees will be engaged on a fixed term or temporary basis for:
 - (a) a specified term; or
 - (b) the duration of a specified task.
- 21.3 A temporary Employee will not normally be engaged as such for a period longer than two (2) years.
- 21.4 Where AHPRA makes a decision to renew or extend a temporary position beyond its expiry date, the further employment will be offered to the position holder, provided that they were employed through a competitive selection process and their performance has been satisfactory.
- 21.5 Where AHPRA makes the decision not to extend a temporary position beyond its expiry date, the position holder will be alerted in writing no later than four (4) weeks before this date.
- 21.6 Where an Employee has been engaged by AHPRA on a temporary basis for two (2) years, they were employed through a competitive selection process, their performance has been satisfactory and the need for the role is ongoing, the Employee will be offered the role.

22. Casual employment

- 22.1 A casual Employee must be engaged for a minimum of two (2) consecutive hours each work period.
- 22.2 A casual Employee will be paid for hours worked:
 - (a) at a rate equal of 1/37.5 of the appropriate weekly rate; plus
 - (b) a loading of 25% for ordinary working hours without entitlement to personal leave or annual leave.
- 22.3 Subject to the evidentiary and notice requirements for personal leave, a casual Employee is entitled to not be available to attend work, or to leave work:
 - (a) if the Employee needs to care for a member of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (b) upon the death of a member of their immediate family or household; or
 - (c) personal illness.
- 22.4 In the absence of an alternative Agreement, the Employee is entitled to not be available to attend work for up to 48 hours (that is, two (2) days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- 22.5 AHPRA must not fail to re-engage a casual Employee because the Employee accessed the entitlements set out elsewhere in clause 22. The rights of AHPRA to engage or not to engage a casual Employee are otherwise not affected.

23. Probation

- 23.1 An Employee will normally be engaged subject to the successful completion of a period of probation of three (3) months duration, unless AHPRA considers another period is reasonable in the circumstances. The period of probation may be extended beyond three months in certain circumstances but not beyond six months.
- 23.2 The Employee will be notified, in writing, of the details of the applicable probation period on engagement.
- 23.3 Further details are set out in the Probation Guidelines included as Appendix 3 to this Agreement.

24. Supported Employees

- 24.1 An Employee who is affected by a disability may be eligible for a supported wage. Details of the supported wage scheme, including eligibility for a supported wage, are set out in the Supported Wage Guidelines included as Appendix 2 to this Agreement.

PART 6 - HOURS, SALARY AND RELATED MATTERS

25. Hours of work

- 25.1 The ordinary hours for a full time Employee are 37.5 hours per week. This equates to a standard day of 7.5 hours.
- 25.2 Ordinary weekly hours may be averaged over a period of a fortnight.
- 25.3 The bandwidth of hours in which an Employee may work their ordinary hours is 7.00 am to 7.00 pm, Monday to Friday.
- 25.4 The business hours of AHPRA are 9am-5pm Monday to Friday (or as otherwise agreed). The parties recognise that AHPRA offices need to be appropriately staffed during these hours.
- 25.5 For part time Employees, ordinary hours are those agreed in their part time work Agreement and are less than the ordinary weekly hours for a full time Employee. Ordinary weekly hours may be averaged over a period of a fortnight.

26. Flexitime

- 26.1 A flexitime scheme will be available to Employees. The flexitime scheme will enable such Employees to vary working hours, patterns and arrangements to provide flexibility to benefit Employees, clients and AHPRA.
- 26.2 An Employee, following consultation and agreement in writing with his or her manager, may accumulate flexible hours in excess of a normal working week and subsequently take agreed time off from the accrued flexitime credit.
- 26.3 With prior approval, an Employee will be granted time off to use the flexitime credit, on the basis that the flexitime accumulation and absence will not impact on the operational requirements of the business. Approval will not be unreasonably withheld.
- 26.4 The flexitime scheme allows Employees to accrue flexitime credits or debits within the bandwidth hours, specified in Clause 25 of this agreement, up to a maximum of three (3) days.
- 26.5 Negative flexitime balances (debits) are discouraged and should be closely monitored by the manager and Employee. However, where the flexitime debit exceeds the defined maximum in the fortnightly settlement period, recreation leave or leave without pay must be used to remove the hours in excess of the defined maximum.
- 26.6 Where an Employee does not comply with the provisions of flexitime outlined in Clause 26 of this agreement the Employee's hours of work will revert to the standard day.
- 26.7 AHPRA may require an Employee not to work hours in addition to ordinary hours where there is insufficient work. That is, AHPRA may require that an Employee not accrue flexitime where such accrual cannot be justified by the Employee's workload.
- 26.8 All Employees covered by this Agreement are required to record their working hours.
- 26.9 Upon termination, where an Employee has flexible hours that have accrued, but not yet taken, these will be paid out.

27. Requests for flexible working arrangements

- 27.1 An Employee may request AHPRA in writing for a change in working arrangements.
- 27.2 The Employee's written request is to include details and reasons for the change.
- 27.3 AHPRA must give the Employee a written response within 21 days, stating whether AHPRA grants or refuses the request. AHPRA may refuse the request only on reasonable business grounds. If AHPRA refuses the request, the written response must include details of the reasons for the refusal, and AHPRA may ask for a variation of the request.
- 27.4 If the request is refused the Employee may dispute the decision in accordance with clause 14 of the agreement.

28. Classifications and salary rates

- 28.1 The classification and salary rates set out in Appendix 1.a form part of this Agreement.

29. Salary increases

- 29.1 Employees will receive a 3.25% salary increase (inclusive of any annual salary increases paid in 2013-2014 other than an annual increment received by the Employee during or from 1 July 2013 but before the approval of this agreement will count towards the 3.25% increase.
- 29.2 Employees will receive further salary increases on or from the first full pay period commencing 1 July 2014 and 2015 in accordance with appendix 1.a.

30. Classification of Employees and salary advancement

- 30.1 Upon the commencement of this Agreement, existing Employees covered by this Agreement will, as an interim step, be classified within the Salary Classification Table at Appendix 1.a at their current substantive salary level.
- 30.2 Positions will be sized and classified by AHPRA and mapped into the AHPRA salary classification structure. There will be no loss of salary for any incumbent in a position who held that position at the commencement of this Agreement. A process of independent review will be established in consultation with the Unions covered by this Agreement which will apply if an Employee is aggrieved of the classification decision.
- 30.3 Any new appointment to a role, including by way of promotion or transfer through formal application, will be at the substantive salary classification level and approved salary rate provided in this Agreement.
- 30.4 There are two (2) salary classification streams at Appendix 1.a: the General stream and the Senior and Technical Specialist stream. The Senior and Technical Specialist stream is specifically for job families where the market dictates a higher salary for the total group of Employees within a job family across Work Level 6, Level 7, and Level 8.
- 30.5 Employees will be eligible for advancement within a salary range in accordance with AHPRA's Performance Appraisal principles at Appendix 4.

31. Training and professional development

- 31.1 Subject to approval by AHPRA, a full-time Employee will be permitted to be absent during ordinary working hours for periods not exceeding one day in any week (which may be taken as a block for intensive or residential programs or for ad hoc conferences / seminars), and without loss of salary, to attend agreed training and professional development courses. Additional time without loss of salary may be granted at the discretion of AHPRA. Pro rata entitlements apply for part-time Employees.

- 31.2 An Employee will be permitted to be absent during ordinary working hours without loss of salary in order to attend examinations or assessments necessary to obtain qualifications. The amount of absence will allow three clear working days other than a Saturday or a Sunday for pre-examination study.
- 31.3 Paid absences granted in relation to attendance at examinations must not exceed six (6) clear working days per year.

32. Payment of salary

- 32.1 Salary will be paid fortnightly by electronic funds transfer unless otherwise agreed between AHPRA and Employee. AHPRA will transfer funds Wednesday evening, with funds being available from then or the next morning, depending on the Employee's financial institution.
- 32.2 Upon termination of employment, salary due to an Employee will be paid on the next salary date consistent with the regular payroll cycle unless otherwise directed by the Employee.
- 32.3 AHPRA may deduct from amounts due to an Employee such amounts as are authorised in writing by such Employee.
- 32.4 AHPRA will provide to the Employee in writing, the total amount of salary to which he or she is entitled (including overtime), details of any deductions and allowances authorised by law, the net amount being paid to the Employee, superannuation contributions and details of funds into which contributions are being paid, and any other information required under the *FW Act*, *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* and associated regulations.
- 32.5 Where an Employee is underpaid by reason of Employer error and the amount of the underpayment is less than 5%, the underpayment will be paid in the next salary period after the error is identified and confirmed.
- 32.6 If an underpayment represents a significant amount of the Employee's fortnightly wage, the Employer must take steps to correct the underpayment within 24 hours after the error is identified and confirmed and to provide confirmation to the Employee of the correction. Where AHPRA has caused the underpayment which results in financial institution charges to the Employee, AHPRA will reimburse such costs on a case by case basis.
- 32.7 Where AHPRA discovers an Employee has been overpaid, it will initiate discussions with the Employee as soon as possible to confirm the overpayment details.
- 32.8 In the case of an overpayment, AHPRA and the Employee may agree in writing on deduction by instalment to recover the overpayment. Where agreement cannot be reached the matter will be dealt with in accordance with the provisions of clause 14 Dispute Resolution.

33. Superannuation

- 33.1 AHPRA will comply with all obligations relating to payment of superannuation as provided for under the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* and associated Regulations, as amended from time to time.
- 33.2 In this clause, 'funds' shall mean Australian Super or any approved fund, which meets the requirements of the *Superannuation Industry (Supervision) Act 1993* as a complying fund for superannuation.
- 33.3 AHPRA will contribute to the funds for any Employee, irrespective of income per month or the age of the Employee.

- 33.4 AHPRA must provide each Employee and each new Employee upon commencement of employment with information on the funds. The Employee will then have 28 days to complete the information required. AHPRA must then forward the Employee's details to the Employee's choice of fund. In the event that the Employee does not select a fund of their choice, AHPRA will then forward superannuation contributions to the default fund. The default fund for the purposes of this Agreement is Australian Super.
- 33.5 An Employee may make additional voluntary contributions to his or her chosen fund from salary and, on receiving written authorisation from the Employee, AHPRA must commence making contributions to the fund in accordance with the Superannuation Industry Supervision Legislation (SIS).
- 33.6 Subject to the Trust Deed of the fund of which the Employee is a member, absences from work will be treated in the following manner:
- (a) contributions will continue whilst a member of the fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, personal leave and bereavement leave;
 - (b) contributions shall not be required to be made in respect of any absence from work without pay; and
 - (c) in the event of an eligible Employee's absence from work due to work related injury or sickness, contributions will continue for the period of the absence provided that the Employee member of the fund is receiving payments pursuant to workers' compensation legislation and in accordance with the provisions of the Agreement dealing with accident pay (clause 34 of this Agreement).
- 33.7 Under this Agreement an Employee may choose to sacrifice part of his or her salary into a complying superannuation fund. Participation in salary packaging will not affect salary for superannuation purposes or any other purpose.

34. Accident make-up pay

- 34.1 All Employees covered by this Agreement will have access to accident make-up pay in accordance with this clause.
- 34.2 AHPRA must pay an Employee accident make-up pay where the Employee receives an injury for which weekly payment of compensation is payable by or on behalf of AHPRA pursuant to the provisions of the appropriate workers' compensation legislation, as amended from time to time.
- 34.3 'Accident make-up pay' means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the appropriate workers' compensation legislation, and the Employee's appropriate Agreement rate, or, where the incapacity is for a lesser period than one (1) week, the difference between the amount of compensation and the Agreement rate for that period. Weekly payment means the amount the Employee would have earned if he or she had not been in receipt of workers' compensation payments.
- 34.4 AHPRA must pay accident make-up pay during the incapacity of the Employee within the meaning of the appropriate workers' compensation legislation until whichever occurs sooner of such incapacity ceasing, or until the expiration of a period of 52 weeks from the date of injury. Payment will apply only in respect of an incapacity which results from an injury which is current during the first salary period commencing on or after, or which occurs subsequent to, that salary period.
- 34.5 The liability of AHPRA to pay accident make-up pay in accordance with this clause arises as at the date of the injury or accident in respect of which compensation is payable under the said appropriate workers' compensation legislation. The termination of the Employee's employment for any reason during the period of any incapacity will in no way affect the liability of AHPRA to pay accident make-up payment as provided in this clause.

- 34.6 In the event that the Employee receives a lump sum in redemption of weekly payments under the appropriate workers' compensation legislation, the liability of AHPRA to pay accident make-up pay will cease from the date of such redemption.

35. Home based work

- 35.1 Home based work arrangements may be agreed between AHPRA and an Employee on a case by case basis.

36. Disciplinary matters – unsatisfactory work performance and Misconduct

- 36.1 Matters relating to unsatisfactory work performance and Misconduct will be dealt with under this clause.

- 36.2 For unsatisfactory work performance or Misconduct matters, the Employer will consider disciplinary outcomes in light of the findings by the Employer and any response by the Employee before determining the disciplinary outcome that is to apply to the Employee. The disciplinary outcome must not be disproportionate to the seriousness of the matter. The possible discipline outcomes are:

- (a) no action;
- (b) formal counselling;
- (c) formal warning;
- (d) final warning;
- (e) assignment of the Employee, with his or her agreement to a role at a classification level lower than the Employee's current classification level; or
- (f) termination of employment.

The Employer will advise the Employee of the disciplinary outcome in writing and a copy will be placed on the Employee's personnel file.

- 36.3 First stage – formal counselling

The first stage of management of unsatisfactory work performance or Misconduct is formal counselling of the Employee. The Employer must:

- (a) advise the Employee of the unsatisfactory work performance or misconduct;
- (b) outline the standard required of the Employee; and
- (c) provide the Employee with an opportunity to respond.

The Employee will be advised of any consequences of not improving his or her performance or behaviour within a reasonable period of time and of engaging in any further unsatisfactory work performance. A record of the formal counselling session will be placed on the Employee's personal file.

- 36.4 Second stage – formal written warning

The Employee will be given a formal written warning by the Employer, if:

- (a) the Employee's performance or behaviour has not improved within a reasonable period of time following formal counselling in accordance with clause 36.3; and / or
- (b) the Employee engages in further unsatisfactory work performance.

The Employer must:

- (c) advise the Employee of the unsatisfactory work performance or misconduct;
- (d) outline the standard required of the Employee; and
- (e) provide the Employee with an opportunity to respond.

The formal written warning must indicate:

- (f) the standard expected of the Employee;
- (g) where and how the Employee is not meeting this standard; and
- (h) the consequences if the Employee fails to improve their performance.

The written warning will be placed on the Employee's personnel file.

36.5 Third stage – final warning

The Employee will be given a final written warning by the Employer, if:

- (a) the Employee's performance or behaviour has not improved within a reasonable period of time following receipt of a formal written warning in accordance with clause 36.4; and / or
- (b) the Employee engages in further unsatisfactory work performance or misconduct.

The Employer must:

- (c) advise the Employee of the unsatisfactory work performance or misconduct;
- (d) outline the standard required of the Employee; and
- (e) provide the Employee with an opportunity to respond.

The formal written warning must indicate:

- (f) the standard expected of the Employee;
- (g) where and how the Employee is not meeting this standard; and
- (h) the consequences if the Employee fails to improve his or her performance or behaviour including that if there is a repetition or continuation of any unsatisfactory work performance or misconduct, the Employee's performance will be dealt with in accordance with clause 62 and the evidence from the unsatisfactory work performance stream may be used to determine the outcome.

The final written warning will be placed on the Employee's personnel file.

- 36.6 Records relating to disciplinary procedures will be disregarded where a continuous period of two (2) years elapses without further warnings and records relating to these disciplinary procedures will be removed from the Employee's personnel file unless otherwise required to be kept by law.
- 36.7 If the Employee's performance does not improve after the final warning stage, the Employee's employment may be terminated in accordance with clause 62.
- 36.8 Notwithstanding anything contained in the above, nothing will prevent the Employer from suspending an Employee without loss of pay pending an investigation or summarily dismissing an Employee for acts of Serious Misconduct.

PART 7 - TIME IN LIEU, OVERTIME, HOLIDAYS AND BREAKS

37. Time in lieu

- 37.1 Employees required to perform work outside the bandwidth set out in Clause 25 (inclusive of weekends and public holidays), or required to work in excess of the standard ordinary hours on any one week day (Monday to Friday inclusive) or the standard hours in a fortnight, will be offered these hours by AHPRA as time in lieu. Employees have the right to refuse this offer. AHPRA may then offer the additional hours as overtime.
- (a) If time in lieu is not taken within 28 days it is to be paid unless otherwise agreed, in accordance with Clause 37.3
- 37.2 Where an eligible Employee requests and is approved by AHPRA to work outside the bandwidth, this will be considered as ordinary duty and subject to the flexitime arrangements.
- 37.3 Where additional duty is worked, time in lieu is calculated at the following rates:
- (a) Monday to Saturday - time and one half for the first three hours and double time thereafter; and
- (b) Sunday and public holidays - double time.

38. Overtime

- 38.1 AHPRA may require any Employee to work reasonable overtime at the appropriate overtime rate. When overtime work is necessary it shall wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between successive shifts.
- 38.2 Only authorised overtime shall be paid for and the following rates of overtime shall apply:
- (a) In excess of the number of hours fixed for an Employee as a day's, a week's or a fortnight's work as the case may be - time and a half for the first three hours and double time thereafter.
- (b) As overtime outside a spread of 12 hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty - double time.
- 38.3 For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.
- 38.4 Rest period after overtime:
- (a) An Employee other than a casual Employee who works so much overtime between the termination of his or her last previous rostered ordinary hours of duty and the commencement of his or her next succeeding rostered period of duty that he or she would not have at least 10 consecutive hours off duty between those times, shall be released after completion of such overtime worked until he or she has had 10 consecutive hours off duty without loss of salary for rostered ordinary hours occurring during such absence.
- (b) If on the instructions of AHPRA such an Employee resumes or continues work without having had such 10 consecutive hours off duty the Employee shall be paid at the rate of double time until he or she is released from duty for such rest period and the Employee shall then be entitled to be absent until he or she has had 10 consecutive hours off duty without loss of salary for rostered ordinary hours, occurring during such absence.

- 38.5 In the event of any Employee finishing any period of overtime at a time when reasonable means of transport are not available for the Employee to return to his or her place of residence AHPRA shall provide adequate transport free of cost to the Employee.

39. Public holidays

- 39.1 Employees will observe the following public holidays each year without deduction of salary:
- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Royal Hobart Regatta;
 - (d) Good Friday;
 - (e) Easter Sunday;
 - (f) Easter Monday;
 - (g) Anzac Day;
 - (h) Queen's Birthday;
 - (i) Eight Hour Day
 - (j) Christmas Day;
 - (k) Boxing Day;
 - (l) any other day prescribed as a holiday by the *Statutory Holidays Act 2000* (as amended), and any other days that may from time to time be proclaimed as public holidays in the State of Tasmania.
- 39.2 The following provisions also apply in respect of public holidays:
- (a) when Christmas Day is a Saturday or a Sunday, a holiday in lieu will be observed on 27 December (hereafter referred to as a substitute day);
 - (b) when Boxing Day is a Saturday or a Sunday, a holiday in lieu will be observed on 28 December (substitute day); and
 - (c) when New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu will be observed on the next Monday (substitute day).
- 39.3 Where, public holidays are declared or prescribed or substituted on days other than those set out in Clause 39.1 those days will constitute additional holidays for the purpose of this Agreement.
- 39.4 AHPRA may request an Employee to work on a public holiday if the request is reasonable. If AHPRA requests an Employee to work on a public holiday the Employee may refuse if the request is not reasonable or the refusal is reasonable.
- 39.5 One additional day will be granted and is to be taken no later than 31 May each year as directed by the Employer.

40. Meal breaks and rest breaks

- 40.1 An Employee is entitled to a meal break of not less than 30 minutes after five hours. A meal break will not be counted as time worked.
- 40.2 An Employee is entitled to a 15 minute rest break for each four hours worked, or for that part of a four hour period worked by an Employee greater than one hour. An Employee will take a rest break at a time suitable to AHPRA. A rest break will be counted as time worked.

PART 8 – ALLOWANCES

41. Higher duties allowance

- 41.1 Where an Employee is required by AHPRA to perform the duties of another Employee in a higher classification under this Agreement, for a period of three (3) consecutive working days or more, that Employee will receive a higher duties allowance.
- 41.2 The allowance will be paid at a rate no less than the minimum rate prescribed for the salary classification applying to the Employee whose duties they are performing, for the duration of the temporary period they perform the higher duties.
- 41.3 Where an Employee acts in a different role, within the same work level, they will receive a higher duties allowance up to 10% of their current salary, but not above the top of the range.
- 41.4 Where an Employee is already being paid at a salary higher than that of the role they are to act in, there will be no higher duties allowance.
- 41.5 Where the duties of another Employee are temporarily performed by two Employees they shall each be paid any allowance applicable under this clause.
- 41.6 Where an Employee who receives an allowance under this clause and has been doing so for a period of 12 months or more, proceeds on a period of normal annual leave of not more than four weeks, the Employee shall continue to receive the allowance for that period of leave.

42. On-call allowance

- 42.1 Where an Employee is required to be contactable when they would normally be off duty, and agree to be available to return to work, the Employee will be entitled to be paid an on-call allowance as set out in Appendix 1.b.
- 42.2 The on-call allowance is payable in instances where an Employee has agreed to be contacted and is able to commence the return to the workplace within one hour's notice.
- 42.3 The on-call allowance is payable to all eligible Employees. The on-call allowance does not apply where on-call is incorporated into total remuneration, or is otherwise compensated.
- 42.4 The on-call allowance is payment for being available to perform duty and will include initial limited response to a telephone call or email as long as the subject of that telephone call or email does not require further follow up.
- 42.5 If an Employee is recalled to work, they will be paid a minimum of four hours' payment, at time and one half, except on Sundays and days observed as public holidays where the rate of double time applies.
- 42.6 The on-call allowance will apply when there is an expectation of a call back and the allowance has been agreed in accordance with business and operational requirements.

43. Motor vehicle Allowance

- 43.1 Where an Employee is required to work at times and / or in places where the use of public transport could reasonably be deemed to place the Employee in a position of possible personal risk, AHPRA will provide suitable transport or authorise the Employee to use his or her own vehicle. This clause includes where applicable, the Employee's travelling between his or her own home and place of work.
- (a) An Employee, required to use his / her private motor vehicle in the course of his / her employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the Employee's employment and authorised by AHPRA.
 - (b) The Employee must obtain the prior approval of AHPRA before using their private motor vehicle during the course of their employment.
 - (c) Following use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.
 - (d) The rates payable in respect of motor kilometre costs will be the rates determined by the ATO from time to time.

44. Travelling expenses

- 44.1 Where AHPRA requires an Employee in the course of duties to be absent overnight or for part of the day a travel allowance will be paid according to the ATO rates. The Employee will be reimbursed for reasonable travelling, accommodation and other incidental expenses on production of satisfactory evidence of the expenses incurred by the Employee where the expenses are greater than the travel allowance provided.
- 44.2 This provision does not apply if the expenses are paid for by AHPRA.
- 44.3 Travel expenses will be paid in accordance with the rates for work related travel which does not require substantiation, promulgated by the ATO.

45. Reimbursement of expenses

- 45.1 General provisions:
- (a) AHPRA will reimburse the Employee his or her reasonable out of pocket expenses actually and necessarily incurred in the course of his or her authorised duties.
 - (b) AHPRA must apply the rulings of the Commissioner of Taxation (ATO) relating to reasonable allowances in determining the maximum rates payable, unless otherwise agreed.
 - (c) The amount of an expense will be considered reasonable where it does not exceed the relevant amounts set by the ATO as adjusted from time to time.
- 45.2 Allowable expenses:
- Allowable expenses include:
- (a) travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and
 - (b) expenses incurred in using private mobile and home; and
 - (c) expenses incurred in using private vehicles.

45.3 Private mobile and home phone use:

- (a) An Employee, required to use his / her private mobile phone or home phone in the course of their employment, will be reimbursed for work-related calls.
- (b) The Employee must obtain the prior approval of AHPRA before using their private mobile or home phone during the course of their employment.
- (c) Following use, the Employee must submit an itemised statement of the calls made and their cost.

45.4 Expense claims:

- (a) An Employee must submit official receipts as soon as practical after the event as evidence of expenditure incurred, except where the Employee uses his / her own motor vehicle for work purposes in which case the Employee will submit a declaration in accordance with clause 43.1(c).
- (b) A declaration from the Employee that the expense was incurred may be accepted if the receipt is lost or misplaced, and suitable verification can be made. A declaration from the Employee that an incidental expense was incurred may be accepted if AHPRA and the Employee agree that the obtaining of a receipt was impractical.
- (c) AHPRA will pay the Employee money owing under this clause in a manner to be agreed between AHPRA and Employee as soon as practicable but not later than two pay periods after the Employee submits a claim.

- (d) Upon request, AHPRA will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses. As soon as practicable after the event, the Employee will provide AHPRA with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to AHPRA.

45.5 Excess Travelling Time:

An Employee who is temporarily required to undertake duties at a location other than his or her usual place or places of work will have any period of additional travelling time regarded as time worked.

45.6 Permanent relocation of usual place of work:

- (a) Subject to sub-clause 45.6 (c) below, an Employee who is required by AHPRA to travel to a new work location as a result of transfer or redeployment, will be paid a once only allowance in compensation for all disturbance factors arising from transfer or redeployment not otherwise provided for in this Agreement.
- (b) the allowance(s) will be paid on the following basis:
 - (i) an allowance for the first 30 minutes of additional total daily travel time required for 30 kilometres additional daily distance or part thereof; and
 - (ii) a further equivalent allowance for each additional 30 minutes or 30 kilometres or part thereof.
- (c) An exception to this is that no such allowance will be paid where the total additional distance to be travelled is 10 kilometres or less.

45.7 Residential relocation general principles:

Where AHPRA considers that it is reasonable and necessary for an Employee to move residence as a result of relocation from one work location to another, and the relocation arises from promotion or transfer as a result of an advertised vacancy, or redeployment, the Employee will be entitled to:

- (a) up to three (3) days' paid leave associated with the relocation; and
- (b) reimbursement of reasonable expenses associated with the relocation.

45.8 Reasonable relocation expenses:

Relocation expenses include reasonable expenses directly incurred by the Employee and his or her family as a result of:

- (a) the journey to the new location, including meals and accommodation;
- (b) removal, storage and insurance; and
- (c) selling, purchasing or rental of a comparable residence.

46. Allowances - Work or Conditions

46.1 General provisions:

Work or conditions allowances will be paid by AHPRA subject to the Employee meeting the requirements for receipt of the allowance.

46.2 First aid allowance:

- (a) where an Employee, in addition to his or her normal duties, agrees to be appointed by AHPRA to perform first aid duties:
 - (i) the Employee must hold a current first aid certificate issued by St John Ambulance Australia or an equivalent qualification; and
 - (ii) the Employee will be paid a fortnightly allowance as set out in Appendix 1.b.
- (b) AHPRA must reimburse any additional costs incurred by the Employee in obtaining and maintaining the first aid qualification.

- 46.3 Fire Warden allowance:
- (a) where an Employee, in addition to his or her normal duties, agrees to be appointed by AHPRA to perform fire warden duties;
 - (ii) the Employee will be paid a fortnightly allowance as set out in Appendix 1.b
- 46.4 Language allowance:
- (a) Where the Employee, in addition to his or her normal duties, agrees to be appointed by AHPRA to use their skills in a second language to assist members of the public who have low English proficiency:
 - (i) the Employee must hold a current accreditation from the National Accreditation Authority for Translators and Interpreters (NAATI); and
 - (b) AHPRA will pay the cost of the NAATI pre-testing workshop.
 - (c) AHPRA will also meet the cost of the NAATI test, up to two times per individual per level of accreditation. The Employee must apply annually for renewal of the allowance.
 - (d) AHPRA will assess the Employee's application to determine whether AHPRA still requires the Employee to perform interpreting duties.
- 46.5 Influenza Vaccinations:
- AHPRA will offer vaccinations for Employees once per year administered by an appropriately qualified health practitioner.

47. Resources for Employees

- 47.1 AHPRA shall provide Employees with all such instruments, equipment, tools, stationery and furniture as may be reasonably necessary for carrying out their work except as otherwise agreed between the Parties to this Agreement.
- 47.2 AHPRA shall provide, in readily accessible locations, first aid equipment adequate for the nature of the Employee's duties.
- 47.3 AHPRA provides access to Employees to an independent and confidential Employee Assistance Program. Employees can access this service nationally, with or without referral from their manager.

48. Costs of employment related legal proceedings

- 48.1 If an Employee is required to attend a Coroner's inquest on matters which directly arise from the performance of the Employee's duties, AHPRA must meet the Employee's reasonable legal costs relating to appearance at or representation before the Coroner's Court.
- 48.2 Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing his or her duties, AHPRA will not unreasonably withhold Agreement to meet the Employee's reasonable legal costs relating to the defence of such proceedings.
- 48.3 Where, as a direct consequence of the Employee legitimately and properly performing his or her duties, it is necessary to obtain an intervention order or similar remedy against a client, AHPRA will not unreasonably withhold Agreement to meet the Employee's reasonable legal costs in obtaining the order or other remedy.
- 48.4 An Employee's immediate supervisor must ensure that an application to meet reasonable legal costs will be referred to the appropriate person or body to enable the application to be decided expeditiously.

PART 9 - LEAVE

49. Annual leave and leave loading

- 49.1 A Full time Employee is entitled to 20 days' paid annual leave for each continuous 12 months of service with AHPRA. Part time employees will accrue on a pro-rata basis. Annual leave accrues progressively. Annual leave counts as service for all purposes.
- 49.2 Annual leave can be taken in periods of half a day.
- 49.3 A loading of 17.5% will be paid at the time an Employee takes a period of annual leave. The loading also applies to pro rata leave on termination of employment
- (a) except where the employment has been terminated on the grounds of serious or wilful misconduct.
- 49.4 AHPRA may direct the Employee to take annual leave, where the Employee has accrued annual leave entitlement of more than two years, provided the direction is reasonable. Where AHPRA requires the Employee to take annual leave, AHPRA must give the Employee four (4) weeks' notice prior to the commencement of leave.
- 49.5 Payment must not be made or accepted in lieu of annual leave unless it complies with the following:
- (a) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks;
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
- (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
- 49.6 Where a period of annual leave is equal to or less than one week, payment will be made as per the normal pay cycle or if annual leave is more than one (1) week, in advance, at the Employee's election.
- 49.7 Annual leave is exclusive of the Public Holidays referred to in clause 39 of this Agreement. If a public holiday falls on a day during an Employee's period of annual leave which would otherwise have been an ordinary working day for that Employee, the Employee will be credited with additional annual leave equivalent to the ordinary time the Employee would have worked on that day.
- 49.8 If an Employee becomes sick while on annual leave on a day he or she would otherwise have worked, and the Employee as soon as is practicable forwards to AHPRA a certificate of a qualified medical practitioner or other relevant practitioner, then the number of days specified in the certificate will be deducted from any personal leave entitlements the Employee has accrued (see clause 51.2), and re-credited to the Employee's annual leave entitlement. Any annual leave loading paid in accordance with clause 49.3 in respect of annual leave converted to personal leave in accordance with this clause will not be re-credited.
- 49.9 An Employee and AHPRA may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

50. Purchased leave

- 50.1 An Employee, on application and with the Agreement of AHPRA, may work on a purchased leave work arrangement. AHPRA may only refuse the application on reasonable grounds.
- 50.2 The purchased leave work arrangement allows an Employee to purchase additional leave per annum, provided that the Employee agrees to be paid a reduced hourly rate to compensate AHPRA for the additional leave.
- 50.3 A minimum of one week additional leave can be purchased, up to a maximum of eight additional weeks. Purchased leave is additional planned leave, and the leave will accrue each salary period throughout the 12 months, in parallel to the percentage reduction in salary each salary period over the 12 months.
- 50.4 The purchased leave will accrue over a 12 month period, and the reduction in salary will occur for the corresponding 12 months. It is expected that the purchased leave will be used within the 12 month period it has been applied for.
- 50.5 Employees who purchase additional leave, enter into the scheme by arrangement with AHPRA, with the expectation that the additional periods of leave, are planned in advance to allow operational requirements to be managed with the Employee's need for additional leave.
- 50.6 Where AHPRA and the Employee agree to a reduction in the number of working weeks, the Employee will receive additional leave as follows:

% of salary to be received	Additional Purchased Leave	Total leave per annum
44/52 weeks	Additional 8 weeks leave	12 weeks in total
45/52 weeks	Additional 7 weeks leave	11 weeks in total
46/52 weeks	Additional 6 weeks leave	10 weeks in total
47/52 weeks	Additional 5 weeks leave	9 weeks in total
48/52 weeks	Additional 4 weeks leave	8 weeks in total
49/52 weeks	Additional 3 weeks leave	7 weeks in total
50/52 weeks	Additional 2 weeks leave	6 weeks in total
51/52 weeks	Additional 1 weeks leave	5 weeks in total

- 50.7 AHPRA will provide two nomination periods in any 12 month period, where an Employee may make an application for purchased leave from one (1) to eight (8) weeks leave.
- 50.8 If the Employee leaves AHPRA before he or she has used the purchased leave, AHPRA will reimburse the Employee for the amount accrued but not yet taken.
- 50.9 No leave loading will apply to purchased leave.

51. Personal leave

- 51.1 An Employee is entitled to take personal leave where the Employee:
- (a) is ill or injured; or
 - (b) is required to provide care or support for members of the Employee's immediate family or household because of a person's illness or injury of the member or an unexpected emergency affecting the member.
- 51.2 An Employee is entitled to 18 days of paid personal leave per year. Untaken personal leave accumulates from year to year.
- 51.3 Personal leave will be allocated in advance on the anniversary of the Employee's commencement.
- 51.4 Taking personal leave in case of illness or injury:
- (a) If an Employee becomes sick and unfit for duty, he or she is entitled to take personal leave.
 - (b) To be entitled to paid personal leave an Employee must produce a certificate from a qualified medical or other relevant practitioner or a statutory declaration immediately on return to work. Single days up to a maximum of five days in any one calendar year may be taken without the production of a medical certificate or statutory declaration.
- 51.5 Taking personal leave for caring responsibilities:
- (a) An Employee, other than a casual Employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support, is entitled to use, in accordance with this clause, any personal leave entitlement for absences to provide care and support for such persons when they are ill or who requires care due to an unexpected emergency. The entitlements of casual Employees are set out in clause 22.3.
 - (b) AHPRA may require the Employee to provide documentation before the Employee is entitled to paid personal leave for caring responsibilities:
 - (i) Where the member of the Employee's immediate family or household is ill - a medical certificate or statutory declaration outlining the illness of the person concerned.
 - (ii) Where the member of the Employee's immediate family or household requires care due to an unexpected emergency - documentation acceptable to AHPRA stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
 - (c) The Employee will, wherever practicable, give AHPRA notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify AHPRA by telephone of such absence at the first opportunity on the day of absence.
- 51.6 An Employee may elect, with the consent of AHPRA, to take unpaid leave for the purpose of providing care to a family member who is ill. AHPRA and Employee may agree on the period.
- 51.7 Personal leave may be taken in periods of half days.
- 51.8 Where the Employee has been in receipt of an allowance for performing higher duties for at least the one week prior to taking leave in accordance with clause 41 of this agreement, personal leave taken during this time will be paid at the higher rate.
- 51.9 Where an Employee's balance of personal leave is exhausted but more personal leave is required, an Employee may apply to his or her manager for additional unpaid personal leave.

52. Compassionate leave

- 52.1 This clause has no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 52.2 An Employee is entitled to three days of paid compassionate leave for each occasion when a member of the Employee's immediate family or household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- 52.3 An Employee may take compassionate leave on each permissible occasion if the leave is taken to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, or after the death of the member of the Employee's immediate family or household.
- 52.4 Compassionate leave may be taken as a single continuous three day period, or three separate periods of one day each, or any separate periods as agreed between the Employee and AHPRA.
- 52.5 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 52.6 If requested, the Employee will provide evidence of the relevant illness, injury or death to his or her Manager.

53. Blood donor's leave

- 53.1 AHPRA will release employees with pay for up to four (4) occasions per year upon request to donate blood by arrangement with AHPRA.

54. Parental leave

- 54.1 An Employee is entitled to parental leave in accordance with the *National Employment Standards in the FW Act 2010* and the *Paid Parental Leave Act (Cth)*.
- 54.2 After 12 months' continuous service, an Employee is entitled to paid parental leave in relation to the birth or adoption of a child under their care and responsibility, as follows:
- (a) an Employee (excluding a casual Employee) will be entitled to 14 weeks' salary upon commencement of maternity leave;
 - (b) an Employee (excluding a casual Employee) who is the primary care giver will be entitled to 14 weeks' salary upon commencement of adoption leave; and
 - (c) an Employee (excluding a casual Employee) will be entitled to four (4) weeks' salary on commencement of paternity leave for supporting partner.
- 54.3 Such paid parental leave will apply in relation to each birth or adoption, regardless of whether the Employee has returned to work from unpaid or paid parental leave granted in respect to a previous birth or adoption. Where an Employee becomes pregnant or adopts again while on Parental Leave, they will be entitled to request a new period of unpaid parental leave and be entitled to a new period of paid parental leave in accordance with this clause.
- 54.4 Paid parental leave may be taken:
- (a) in two blocks of 50% of the entitlement owed within 12 months of the birth of the child, or
 - (b) at half pay for double the number of the entitled weeks

- 54.5 Parental leave shall commence no earlier than nine weeks prior to the expected date of birth and no later than the actual date of birth.
- 54.6 Transfer to a safe job:
If in the opinion of a medical practitioner:
(a) Illness or risks arising out of the pregnancy, or
(b) Hazards connected with the work assigned to the Employee,
make it inadvisable for the Employee to continue her present work AHPRA must transfer the Employee to a safe job at the same rate and conditions attached to their previous job until the commencement of maternity leave.
- 54.7 Right to request:
An Employee entitled to parental leave may request of AHPRA:
(a) unpaid paternity leave up to a maximum of eight (8) weeks;
(b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
(c) to return from a period of parental leave on a part-time basis until the child reaches school age;
to assist the Employee in reconciling work and parental responsibilities.
AHPRA shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds. The Employee's request and AHPRA's decision made under this clause must be recorded in writing. Where an Employee wishes to make a request under this clause, such a request must be made as soon as possible but no less than four weeks prior to the date upon which the Employee is due to return to work from parental leave.
- 54.8 An eligible Employee is entitled to take unpaid maternity leave if the Employee is not fit for work because of:
(a) birth to a stillborn child (at or after 20 weeks gestation), or
(b) birth to a live baby who subsequently dies, during or before the period of intended leave, will be entitled to continue on paid maternity leave for an additional six weeks from the event, and will then continue on unpaid parental leave. In either of these circumstances, unpaid partner leave / primary carer leave will also apply.
- 54.9 The Government's Parental Leave Pay will be provided to Employees through the standard AHPRA pay cycle. Parental Leave Pay may be taken before, after or at the same time as AHPRA's paid parental leave or other paid leave entitlements.
- 54.10 This clause applies to Employees who are lactating mothers. Lactation breaks will be provided as necessary to mothers on their return to work from parental leave for breastfeeding, expressing milk, or other activity necessary to the act of breastfeeding or expressing milk. AHPRA shall provide access to a suitable private space with suitable facilities, such as refrigeration and a sink where practicable. Where it is not practicable to provide these facilities, discussions between managers and Employees will take place to attempt to identify reasonable alternative arrangements for the employees lactation needs.

55. Long service leave

- 55.1 An Employee is entitled to long service leave of 13 weeks after ten years of continuous service and 1.3 weeks per year of service thereafter.
- 55.2 The minimum period of absence for which long service leave will be granted is seven calendar days.
- 55.3 With the agreement of AHPRA, an Employee may take their long service leave entitlement at half the salary over twice the time span or at double salary over half the time span, or some other combination as agreed.
- 55.4 An Employee may request in writing payment in lieu of Long Service Leave.
- 55.5 Where any provision of the Long Service Leave Act 1976 (TAS) is more favourable than the above those provisions of the act shall apply.

56. Jury service

- 56.1 An Employee required to attend for jury service, including attendance for jury selection during his or her ordinary working hours is entitled to leave with pay for the period during which his or her attendance at court is required, subject to the production of satisfactory evidence of such attendance.
- 56.2 The Employee must notify AHPRA as soon as possible of the date on which he or she is required to attend for jury service. Further, the Employee must give AHPRA proof of attendance at the court, the duration of the attendance and the amount received in respect of such jury service.
- 56.3 Any compensation paid to the Employee in for serving as a juror during ordinary hours of work must be repaid to AHPRA, with reasonable expenses actually incurred over and above those which the Employee would normally incur being offset against this amount.
- 56.4 Jury service counts as service.

57. Emergency services leave

- 57.1 An Employee who is a member of any voluntary organisation called upon by the government or a competent authority under the State Disaster Plan to assist in fire fighting or other forms of emergency assistance (including auxiliary operations and obtaining qualifications) is entitled to leave on full salary for the duration of the participation by the Employee in operations, provided that the services of the Employee is actually required by the voluntary organisation or other recognised authority concerned.
- 57.2 An Employee who responds to an appeal for volunteers to meet a declared bushfire or other emergency is entitled to leave on full salary for the duration of operations.
- 57.3 An Employee granted leave in accordance with clauses 57.1 or 57.2 is entitled to a further one day's leave on full salary on the completion of the service for recovery purposes.

58. Ceremonial and cultural leave

- 58.1 Employees who are legitimately required by Indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes, or who want to celebrate cultural or religious days of observance not catered for in existing work arrangements, will be entitled to up to 10 days unpaid leave per year.
- 58.2 Ceremonial and cultural leave must be approved by the Employee's manager.

59. Community service leave

59.1 Defence Reserve Leave:

- (a) Leave may be granted for Defence Reserve service up to a maximum period of 26 weeks continuous service.
- (b) An Employee who is required to complete Defence Reserve service will consult with AHPRA regarding the proposed timing of the service and will give AHPRA as much notice as is possible of the time when the service will take place.
- (c) Where the base salary excluding allowances received by the Employee from the Australian Defence Force in respect of Defence Reserve service during his or her ordinary hours of work is below the Employee's salary, AHPRA will, unless exceptional circumstances arise, pay to the Employee make-up pay for the period of Defence Reserve leave.

60. Leave without pay

- 60.1 The Employer may grant a period of leave without pay to a continuing or fixed-term Employee under such conditions as considered appropriate. Where an employee is granted leave without pay for more than 20 working days in a calendar year, that leave shall not be regarded as service for the purpose of accrual of annual leave, personal leave and long service leave.

61. Domestic / relationship violence

- 61.1 The parties acknowledge that an Employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of, and AHPRA will make reasonable access to, existing leave and flexible and safe working arrangements.

PART 10 - TERMINATION OF EMPLOYMENT

62. Notice of termination by AHPRA

- 62.1 AHPRA must give an Employee four weeks' written notice in order to terminate the Employee's employment.
- 62.2 In addition to the notice required under clause 62.1, Employees over 45 years of age at the time of the giving of the notice and with not less than two years continuous service, are entitled to an additional week's notice.
- 62.3 Payment in lieu of the prescribed notice in this clause must be made if the appropriate notice period is not required to be worked. However, employment may be terminated by the Employee working part of the required period of notice and by AHPRA making payment for the remainder of the period of notice.
- 62.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, AHPRA would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (a) the Employee's ordinary hours of work (even if not standard hours); and
 - (b) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (c) any other amounts payable under the Employee's contract of employment.
- 62.5 The period of notice in this clause does not apply:
- (a) in the case of dismissal for serious misconduct;
 - (b) to Employees engaged on a full-time or regular part-time basis for a fixed period of time and who is ready, willing and available to work the hours and times that are mutually agreed or, in the absence of Agreement, as prescribed by AHPRA at the time of the engagement; and
 - (c) to casual Employees.

63. Notice of termination by an Employee

- 63.1 The notice of termination required to be given by an Employee is as per the table below.

Length of Employee's Continuous Service at the end of the day upon which notice is given	Notice required
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years	4 weeks

If an Employee fails to give the specified notice AHPRA has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received.

PART 11 – REDEPLOYMENT AND REDUNDANCY

64. Redeployment and redundancy

- 64.1 This Part applies only in circumstances where a position is declared in excess to operational requirements and may lead to an Employee becoming redundant.
- 64.2 A process for managing redundancies is outlined in this part, including:
- (a) consultation;
 - (b) redeployment;
 - (c) transfer to lower classification;
 - (d) redundancy entitlements;
 - (e) outplacement assistance;
 - (f) job search entitlement;
 - (g) future employment;
 - (h) individual grievances; and
 - (i) voluntary departures.
- 64.3 For the purposes of this Part, Employees will be deemed to be in excess when the roles they have been performing are no longer required due to workplace changes, which can include but are not limited to the following:
- (a) Employees cannot be utilised effectively because of technological, structural or other changes in work methods, or changes in the nature, extent or organisation of the functions at AHPRA;
 - (b) the number of Employees exceeds that required for the efficient and viable operation of AHPRA; and
 - (c) the functions of the role are relocated and the Employee is not willing to relocate to the new locality.
- 64.4 Redundancies will only be implemented as a last resort where the circumstances of clause 64.3 have been satisfied and where other options to reduce the size of its workforce have been considered, including:
- (a) reducing numbers of Employees by natural attrition;
 - (b) offering part-time employment;
 - (c) redeployment in the Tasmania office;
 - (d) accessing leave balances;
 - (e) offering transfer or secondments to Employees to AHPRA operations interstate.
- 64.5 This part will not apply:
- (a) where an Employee is terminated due to conduct that justifies instant dismissal;
 - (b) to casual Employees;
 - (c) to Employees engaged for a fixed period of time;
 - (d) employees engaged for specific projects; and
 - (e) where there is a transfer of business and an Employee of AHPRA is offered employment by the successor before or at the time of transfer and the requirements of section 122(3) of the *FW Act* or its successor are met.

65. Consultation

- 65.1 AHPRA will notify the affected Employee(s) in order to consult for a minimum of two weeks and to support the Employee during the transition period. A redeployment period of four weeks will be available to the Employee, during which time a redeployment process will be followed with the aim of obtaining a suitable alternative role for the Employee. During the consultation period undertaken in accordance with clause 13, Employees and Employee representatives shall be advised of:
- (a) the reason(s) for the proposed redundancies;
 - (b) the measures to avoid or minimise the redundancy;
 - (c) the period over which the redundancies are likely to be carried out;
 - (d) redeployment opportunities;
 - (e) opportunities for voluntary departures and whether expressions of interest will be sought from other areas;
 - (f) the number of Employees and the areas potentially affected; and
 - (g) proposed arrangement for career transition and outplacement services.
- 65.2 The combined period for consultation and redeployment is at least six weeks. If an Employee accepts redundancy and requests to leave AHPRA during this period, no entitlement exists for payment during that period, other than the severance payment.

66. Redeployment

- 66.1 The redeployment process will be based on the following principles:
- (a) AHPRA will facilitate redeployment by providing Employees with the support, resources, counselling, provision of job search skills, liaison and retraining to assist in achieving a suitable alternative role;
 - (b) the redeployment process will be consistent with the application of the principles of fair and reasonable treatment and an unbiased selection process;
 - (c) retrenchment and payment of a separation package to be used as an action of last resort where redeployment within the redeployment period does not appear likely;
 - (d) where a vacancy exists at the same classification as the Employee whose position has been declared excess, an offer of redeployment will be made before the position is advertised internally or externally;
 - (e) redeployees will have priority access to vacancies both at their current salary classification and at other salary classification levels and, where appropriate, will be provided with salary maintenance in accordance with clause 67;
 - (f) AHPRA will provide support to redeployees being placed in alternative positions utilising high quality and professional expertise; and
 - (g) excess Employees who are redeployed to a short term position of less than six (6) months duration will continue to have access to a departure package at the end of the short term assignment.

67. Transfer to lower duties

- 67.1 Where an Employee and AHPRA agree to redeployment to a lower level position, income maintenance will apply:
- (a) In the case of an Employee who has 10 years of continuous service, including service with a previous board – 12 months' salary.
 - (b) In the case of an Employee with greater than one year of continuous service and less than 10 years – six (6) months' salary.
 - (c) In the case of an Employee with less than one year of continuous service – no entitlement.

68. Redundancy entitlements

- 68.1 An Employee whose employment is terminated by reason of redundancy will receive redundancy benefits of full salary for periods of full time service and pro rata salary for periods of part time service.

- 68.2 Notice:

Following the consultation / redeployment period of six weeks, the Employee shall be entitled to four weeks of notice or five weeks in the case of Employees with at least ten years of continuous service. An additional one week of notice is provided to Employees aged 45 years or more.

- 68.3 Severance

Severance payments based on period of continuous service:

Length of Service	Severance Payments
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years and over	17 weeks

69. Outplacement assistance

- 69.1 AHPRA will provide outplacement assistance, as soon as an Employee is notified that their position is in excess to requirements, to assist the Employee in their transition and to obtain alternative employment. This assistance may include but is not limited to networking, job search, resume preparation, and may occur onsite or off site. Employees may elect to participate in the program immediately during the consultation phase or wait until after they have left AHPRA. Outplacement assistance will be made available for a period of up to six (6) months post departure from AHPRA.

70. Job search entitlement

- 70.1 Employees will be entitled to take up to one day of additional paid leave each week during the notice period, for the purposes of seeking alternative employment. The time off should be convenient to the Employee and mutually agreed following consultation with the line manager.

71. Future employment

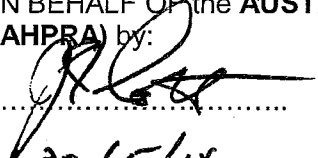
- 71.1 Employees who accept redundancy may be considered for re-employment with AHPRA. The time limit that applies to re engaging a redundant Employee is subject to the eligible termination payment rules of the ATO.

72. Individual grievance

- 72.1 An Employee may request a review of the redundancy process that resulted in their position being made redundant if they believe the process has not been followed. An Employee must provide their HR representative or their line manager detailed reasons in writing of the grievance within 10 working days of being advised that their position is redundant. On receipt of the grievance a panel of Employee and AHPRA representatives will be established within five working days to consider and respond to the individual grievance. The notice period will not be extended while the panel undertakes its deliberations. The panel may recommend appropriate actions once determining that:
- (a) the provisions of this clause have not been satisfied; or
 - (b) there are no grounds for the panel to intervene in the redundancy process.
- 72.2 If a grievance is not resolved the individual may invoke the dispute resolution procedure in clause 14.

SIGNATORY PAGE

SIGNED ON BEHALF OF the **AUSTRALIAN HEALTH PRACTITIONER REGULATION AGENCY (AHPRA)** by:

Signature 

Date 30/5/14

Name in Full JOHN ILLETT

Position Director, Finance & Corporate

Address Level 7, 111 Bourke St Melbourne

Witness Michelle Rowe ↓

Witness Name in full Rowe

SIGNED ON BEHALF OF **AUSTRALIAN NURSING AND MIDWIFERY FEDERATION** by:


Signature 

Date 29 May 2014

Name in Full NEROU MAVELLIS

Position BRANCH SECRETARY

Address 182 MACQUARIE ST, HOBART TAS

Witness 

Witness Name in full Jessica Louise Baldwin

SIGNED ON BEHALF OF **COMMUNITY AND PUBLIC SECTOR UNION (SPSF GROUP)** by:

Signature 

Date 26/05/14

Name in Full MATHEW JOHNSTON

Position BRANCH ASSISTANT SECRETARY

Address 157 COLLINS STREET HOBART TASMANIA.

Witness 

Witness Name in full JAMES ROBERTS

Appendix 1.a – Classifications and salary

AHPRA Salary classification ranges – general

Classification		On translation	3.25% July 2014	3.25% July 2015
AHPRA Level 1	Min	43,541	44,956	46,417
General support positions	Max	49,595	51,207	52,871
AHPRA Level 2	Min	49,724	51,340	53,009
Entry Level Officer	Max	56,636	58,477	60,377
AHPRA Level 3	Min	56,779	58,624	60,530
Officer	Max	64,674	66,776	68,946
AHPRA Level 4	Min	64,843	66,950	69,126
Senior Officer	Max	73,858	76,258	78,737
AHPRA Level 5	Min	74,050	76,457	78,941
Supervisor/Senior Officer	Max	84,346	87,087	89,918
AHPRA Level 6	Min	84,587	87,336	90,175
Manager	Max	96,347	99,478	102,711
AHPRA Level 7	Min	96,641	99,782	103,025
Senior Manager	Max	110,078	113,656	117,349
AHPRA Level 8	Min	111,080	114,690	118,418
Senior Manager	Max	143,480	148,143	152,958

AHPRA Salary classification ranges – Senior and Technical Specialist

Classification		On translation	3.25% July 2014	3.25% July 2015
AHPRA Level 6	Min	96,227	99,354	102,583
Technical Specialist	Max	110,713	114,311	118,026
AHPRA Level 7	Min	111,215	114,829	118,561
Senior Technical Specialist 1	Max	127,956	132,115	136,408
AHPRA Level 8	Min	128,708	132,891	137,210
Senior Technical Specialist 2	Max	168,153	173,618	179,261

Appendix 1.b – Allowances

Allowance	Per 12 hour period (or part thereof on a weekend)	Per 12 hour period (or part thereof on a weekday)	Per Fortnight
On-Call	\$58.70	\$29.35	N/A
First Aid	N/A	N/A	\$26.90
Fire Warden	N/A	N/A	\$19.00

The above allowances will be increased at the rates shown in Appendix 1.a.

Appendix 2 – Supported wage guideline

Introduction

This Guideline sets out the conditions which will apply to Employees who, because of the effects of a disability, are eligible for a supported wage.

Definitions

The following definitions apply in the context of this Guideline:

- **Supported wage system** means the government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
- **Accredited assessor** means a person accredited by the management unit established by the Government under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- **Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- **Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

Eligibility

Employees eligible for a supported wage will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

This Guideline does not apply to any existing Employee who has a claim against AHPRA which is subject to the provisions of workers' compensation legislation or any other term and condition of their employment relating to the rehabilitation of Employees who are injured in the course of their employment.

This Guideline does not apply to AHPRA in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* (Cth) and fulfils the dual role of service provider and sheltered AHPRA to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12AA of the *Disability Services Act 1986* (Cth), or if a part only has received recognition, that part.

Supported wage rate

Employees to whom this Guideline applies shall be paid the applicable percentage of the minimum rate of salary prescribed for the class of work which the person is performing according to the following schedule:

Assessed capacity	Prescribed Agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable shall be not less than \$76 per week and that, where a person's assessed capacity is 10%, they shall received a high degree of assistance and support.

Assessment of productive capacity of the Employee

For the purpose of establishing the percentage of the Agreement rate to be paid to an Employee under this Guideline, the productive capacity of the Employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- AHPRA and the Union party to the Agreement, in consultation with the Employee or, if desired by any of these, or
- AHPRA and an accredited assessor from a panel agreed by the parties to the Agreement and the Employee.

Assessment instruments to be lodged with Fair Work Australia

All assessment instruments under the conditions of this Guideline, including the appropriate percentage of the Agreement wage to be paid to the Employee, shall be lodged by AHPRA with Fair Work Australia. All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a Union is not a party to the assessment it shall be referred by the Register to the Union by certified mail and shall take effect unless an objection is notified to the Register within ten working days.

Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

Assessment percentage to be applied to wage rate only

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the Guidelines will be entitled to the same terms and conditions of employment as all other Employees covered by this Agreement paid on a pro rata basis.

AHPRA to take reasonable steps to enhance Employee's capacity

AHPRA wishing to employ a person under the provisions of this Guideline will take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other Employees in the area.

Trial period for purposes of assessment

A trial period will be provided as follows:

- In order for an adequate assessment of the Employee's capacity to be made, AHPRA may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- The minimum amount payable to the Employee during the trial period shall be no less than \$76 per week or other amount as required by law.
- Work trials should include induction or training as appropriate to the job being trialled.
- Where AHPRA and the Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment.

Appendix 3 – Probation guidelines

Introduction

A probation period is designed to provide a supportive process for the Employee during which mutual evaluation and decisions about ongoing appointment of an Employee can be made.

When these guidelines apply

The following guidelines apply where an Employee's engagement by AHPRA is subject to the Employee successfully completing a period of probation.

Employee to be notified of probation period

At the time of an offer of employment on probation, AHPRA will inform the Employee in writing of the period of probation that will apply and the criteria and objectives to be met for their appointment to be confirmed. Criteria and objectives will be specific, measurable and achievable.

Length of probation period

Where an Employee is appointed on probation, the period of probation will be determined having regard to the particular circumstances of the employment. In most cases, a period of probation will apply for three months or less. The probation period can be extended once, up to a period not exceeding six months.

Assessment

There must be a least one formal probation assessment conducted by the Employee's manager / supervisor during the probation period. The purpose of the assessment is to monitor the employee's progress and to provide support and guidance to the Employee.

Concerns relating to the Employee's progress should be raised at the earliest opportunity and should not be delayed until the formal probation assessment.

Timing of formal assessments

The assessment(s) must be conducted at least halfway through the three month probation period. Where the period of probation extends beyond three months, assessments should be carried at intervals of one per month until the completion of probation.

Assessment report to be completed

Once an assessment has been completed, the manager / supervisor must complete an assessment report to be provided to, and endorsed by, the next level manager, who will then forward the assessment report along with a recommendation to the Employee and National Manager Human Resources.

In that report, the manager / supervisor must recommend one of the following:

- confirmation of employment;
- continuation of extension of the probation period; or
- termination of employment.

If the assessment is sufficiently negative for the manager / supervisor to recommend that AHPRA terminate the Employee's employment, the reasons for that recommendation must also be included in the assessment report. The Employee must be provided with an opportunity to respond within seven working days. Where this occurs, the report must be forwarded to the CEO (or his / her delegate) for consideration.

The CEO (or his / her delegate) will then make a decision with respect to the Employee's employment.

Appendix 4 – Performance appraisal principles

AHPRA performance appraisal management policy and performance appraisal toolkit provides the guiding principles relating to the process and implementation of AHPRA's performance appraisal system.

Performance review outcome

AHPRA expects Employees to perform their role to a high standard and contribute to continuous improvements. AHPRA's five point rating scale reflects AHPRA's high standards. The top two levels in the five point rating scale will be eligible for an additional performance based increase as follows:

5	Performs all essential functions of the role to the high standard expected, completes additional, advanced assignments and contributes a level of knowledge and skill that leads to lasting, measurable improvements in organisational performance.	Annual increase plus 3% performance increase
4	Performs all essential functions of the role to the high standard expected, completes additional responsibilities and contributes a level of knowledge and skill that leads to measurable improvements in individual and team performance.	Annual increase plus 1.5% performance increase
3	Performs all essential functions of the role to the high standard expected and contributes to the continuous improvement of established ways of working.	Annual increase
2	Focused on improving their own performance of some or all essential functions of the role in order to meet the high standards expected.	Annual increase
1	Not able or willing to perform the essential functions of the role.	Annual increase

Pay for performance principles

AHPRA intends to provide the opportunity for those Employees who perform at a level beyond the expectations of their role to progress through the salary classification band for their role. For those who are already paid at or above the top of the range exceptional performance may be recognised by the payment of a one off payment.