



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Sexual Health and Family Planning ACT Incorporated
(AG2011/11932)

SHFPACT ENTERPRISE AGREEMENT 2011-2013

Health and welfare services

COMMISSIONER DEEGAN

CANBERRA, 13 SEPTEMBER 2011

Application for approval of the SHFPACT Enterprise Agreement 2011 - 2013.

[1] An application has been made for approval of an enterprise agreement known as the SHFPACT Enterprise Agreement 2011 - 2013 (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). The Agreement is a single-enterprise agreement.

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

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 September 2011. The nominal expiry date of the Agreement is 31 December 2013.



Printed by authority of the Commonwealth Government Printer

<Price code G, AE888273, PR514543>

**SHFPACT
ENTERPRISE
AGREEMENT
2011-2013**



Sexual Health and Family Planning ACT Inc

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PART A: GENERAL MATTERS

Title

1. This Agreement shall be known as the *SHFPACT Enterprise Agreement 2011 - 2013*.

Duration and Variation

2. This Agreement shall operate from the beginning of the first pay period that commences after approval of this Agreement by Fair Work Australia, and shall operate until 31 December 2013, and be varied only in accordance with the *Fair Work Act 2009*.

It is agreed that after the nominal expiry date of this Agreement its terms and conditions will continue to apply unless and until it is terminated or replaced in accordance with the *Fair Work Act 2009*.

Application and Coverage

3. The parties to this agreement, and bound by it, are:
 - i) SHFPACT; and,
 - ii) its non-executive employees.
4. This agreement applies in respect of the employment, by Sexual Health and Family Planning ACT, of non-executive employees, who fall within the classifications contained in Schedule A of the Agreement.

Objectives and Commitments

5. In making this Agreement, both parties shall abide by this agreement in conjunction with any relevant clauses and/or sections of the:
 - i. *National Employment Standards*
 - ii. *SHFPACT Code of Conduct for Employees;*
6. This Agreement is supported and supplemented by the Employer's policies and procedures as varied from time to time. To the extent of any inconsistency between an employer's policy and this Agreement, the Agreement will prevail. Any of the parties to this Agreement may apply to Fair Work Australia for a variation of the agreement to remove ambiguity or uncertainty in accordance with the provisions of the *Fair Work Act 2009*.

Definitions and Interpretations

7. In this Agreement, unless the contrary intention appears:
- a. **Act** means the *Fair Work Act 2009* (Cth) and its successors or replacements
 - b. **ACT** or **Territory** means the Australian Capital Territory, being the geographical entity, or where context requires, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth);
 - c. **Award** means an applicable modern award developed under Part 2-3 of the Act
 - d. **casual employees** means employees other than full-time or part-time employees
 - e. **clinical employees** means employees qualified and employed as medical officers or qualified and employed as nursing officers.
 - f. **contract employees** means employees engaged for a fixed or limited period of employment
 - g. **employee** has the meaning in the Act
 - h. **employer** has the meaning in the Act
 - i. **executive Employees** means:
 - i. the incumbents, from time to time, of the positions of Executive Director or Director;
 - ii. the incumbents, from time to time, of any position succeeding any of the positions specified above; and,
 - iii. the incumbents, from time to time, of any position established by SHFPACT at a functional level equivalent, or superior, to any of the positions specified above; and,
 - iv. the incumbents, from time to time, of any position established by SHFPACT at a functional level superior to the positions with managerial responsibility incorporated in this Agreement.
 - j. **Fair Work Australia (FWA)** means the **national workplace relations tribunal** established by Commonwealth legislation (replacing the Australian Industrial Relations Commission (AIRC), Australian Industrial Registry, the Australian Fair Pay Commission (AFPC) and its Secretariat) and its successors.
 - k. **family** and **family member(s)** refers to a relation of the employee by blood, or by marriage, or by civil union, or by strong affinity, or a person who stands in a bona-fide de-facto, domestic or household relationship with the employee, including same-sex partners.
 - l. **full-time employees** means employees that are engaged to work an average of 38 hours each week, on a continuing basis or for a fixed period.
 - m. **health industry** means employers whose business and/or activity is in the delivery of health care, medical services and dental services
 - n. **ITEA** means an Individual Transitional Employment Agreement, an agreement based transitional instrument from previous workplace relations arrangements (e.g. Australian Workplace Agreements)

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- o. managerial responsibility** means an employee:
- i. is required to determine operational policy and procedures for a work unit within the framework of the organisation's requirements; and
 - ii. is required to ensure the timeliness, effectiveness, quality and efficiency of a work unit; and
 - iii. Has significant independence of action including the use or allocation of both financial and human resources within the constraints or guidelines laid down by executive management; and
 - iv. Undertakes human resource management functions including planning, developing and implementing programs associated with equal employment opportunity and occupational health, safety and welfare within the functional area of responsibility; and
 - v. Trains staff, coordinates workflow processes, ensures quality of output of a work unit, conducts performance assessment and review, staff counselling, career planning and development.
- p. **NAPSA** means notional agreement preserving a State award and has the meaning in the Act
- q. **NES** means National Employment Standards
- r. **non-clinical employees** means employees other than clinical employees.
- s. **non-executive employees** means employees other than Executive employees.
- t. **Ombudsman** means the Fair Work Ombudsman and the Office of the Fair Work Ombudsman established by Commonwealth legislation (replacing the Workplace Authority and Workplace Ombudsman) and its successors.
- u. **part-time employees** means employees that are engaged to work an average of less than 38 hours each week, on a continuing basis or for a fixed period.
- v. **permanent employees** means employees who having successfully completed probation period are appointed to ongoing employment, subject to the continued financial viability of their position.
- w. **Regulations** means the *Fair Work Regulations 2009* (Cth) and its successors or replacements
- x. **SHFPACT** means Sexual Health and Family Planning ACT Inc (incorporated under the *Associations Incorporation Act 1991* (ACT)).
- y. **the parties**, and similar terms, mean the parties to this agreement, being Sexual Health and Family Planning ACT Inc (SHFPACT) and SHFPACT's Employees.
8. Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

9. In this Agreement, unless the context otherwise requires:
- i. any specified provision of this Agreement will be construed as a reference to that provision as amended, varied or substituted in writing from time to time,
 - ii. words importing a gender include the others; words in the singular number include the plural and vice versa; and references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
 - iii. business day includes any day other than a Saturday, Sunday or public holiday in the Australian Capital Territory;
 - iv. clause headings are for convenient reference only and do not affect interpretation; and,
 - v. any term or condition of this Agreement which applies to more than one person, will apply to all of them jointly and each of them individually.

Relationship to Legislation, Awards and Agreements

10. The terms and conditions of this Agreement shall be read and interpreted in conjunction with all clauses of relevant awards and legislation. This Agreement shall prevail to the extent of any inconsistency with the aforementioned. The modern awards deemed to have relevance to this Agreement are:
 - a. **Health Professionals and Support Services Award 2010** (MA000027)
 - b. **Medical Practitioners Award 2010** (MA000031)
 - c. **Nurses Award 2010** (MA000034)
 - d. **Social, Community, Home Care and Disability Services Industry Award 2010** (MA000100)
11. The parties acknowledge that the employment to which this Agreement applies is subject to the provisions of various pieces of Commonwealth and ACT legislation, as in force from time to time, addressing workplace safety, apprenticeship and traineeship, workers' compensation, termination of employment, long service leave and superannuation. Without incorporating the terms of any such legislation into this Agreement, it is acknowledged that it is not the parties' intention that this agreement prevails over any such legislative provisions, to the extent that any such legislation would result in more beneficial treatment of employees than would the provisions of this agreement.
12. If for any reason a clause in this Agreement is found to be invalid, that finding will not affect the validity and operation of the remaining clauses in this Agreement.

Dispute Resolution

13. In the event of any dispute between the parties relating to or arising from matters addressed by this Agreement, the Dispute Resolution Procedures outlined at Schedule B of this Agreement will apply.
14. An employee is entitled to have a support person present at any dispute resolution meetings. Any party to the issues in dispute may choose to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level, or at such other level as may be required to resolve the dispute.

PART B: WORKING ARRANGEMENTS AND ENVIRONMENT

Nature and General Requirements of Employment

15. Employees may be engaged either as full-time, part-time or casual employees. This status may be varied subsequently, by agreement between SHFPACT and the employee concerned. Confirmation of engagement as a full-time or part-time employee is subject to satisfactory completion of a probationary period of employment, as specified in Clauses 23 to 30 below.
16. At engagement, full-time and part-time employees will be advised whether they will be expected to work a fixed pattern of hours each week, or whether they will be required to work to a variable roster. Part-time employees will also have their average number of weekly hours specified. Casual employees will be engaged to work a variable number and pattern of hours as required from time to time.
17. Employees working a fixed pattern of hours may subsequently be required to work to a roster, and employees working to a roster may subsequently be required to work a fixed pattern of hours, by agreement between SHFPACT and the employee. The average weekly hours of a part-time employee may also be changed by agreement between SHFPACT and the employee.
18. Employees are to work as directed, within the limits of their capacity and professional competence, using their best efforts to satisfy their work responsibilities and comply with all reasonable instructions of authorised SHFPACT personnel. This includes adopting a flexible approach to work demands, through a focus on the actual scope of work required to achieve objectives and requirements, rather than on a narrow definition of individual job responsibilities. Where an employee is asked to regularly perform duties at a higher level, the employee will be paid to reflect the higher duties performed. Employees are to comply with, and provide support to, all SHFPACT policies and procedures.

Ordinary hours of work

19. The ordinary hours of work for a full-time employee will be an average of 38 hours per week in a fortnight or four week period.
20. Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.
21. A part-time employee is an employee who is engaged to work less than the full-time hours of an average of 38 hours per week and who has reasonably predictable hours of work. The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
22. A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed-term employee, to work up to and including 38 ordinary hours per week. A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements of full-time employees. The minimum period of engagement of a casual employee covered by the classifications at Schedule A of this Agreement is two hours.

Probationary Period of Employment

23. At initial engagement, full-time and part-time employees will be engaged on a probationary basis, in the first instance, to enable their suitability to be assessed. Prospective employees will be made aware of this requirement prior to engagement.
24. During the period of probation, SHFPACT may terminate the employment by giving the employee seven days notice of termination, or by compensating the employee by paying the equivalent of one week's pay in lieu of notice. SHFPACT may terminate the employment without notice or compensation if the employee is guilty of serious misconduct as outlined in the *SHFPACT Code of Conduct for Employees*.
25. During the period of probation, the employee may terminate the employment by giving SHFPACT seven days notice of termination, or by compensating SHFPACT by forfeiting one weeks pay in lieu of notice.
26. During the period of probation, the employee's work performance will be subject to ongoing assessment by appropriate SHFPACT personnel, with a view to determining the employee's suitability. Deficiencies in performance that are considered, by SHFPACT, to be reasonably within the employee's capacity to rectify will be brought to the attention of the employee. Deficiencies: a) considered not to be within the employee's capacity to reasonably rectify; or b) deficiencies brought to the employee's attention, but not then rectified within a reasonable period; and, c) serious misconduct; would each provide grounds for termination of employment in accordance with Clause 24 above.
27. At the completion of the period of probation, an employee's employment will either be confirmed or terminated, unless Clause 26 applies, based on SHFPACT's assessment of the employee's suitability. If the employment is terminated at that point, the notice provisions specified in Clauses 24 and 25 above will apply.
28. If, at the completion of a period of probation, SHFPACT considers that the employee has not yet demonstrated their suitability, but may be capable of so doing within a reasonable period, the period of probation may be extended through initiation of a subsequent period.
29. Unless Clause 27 applies, initial and subsequent periods of probation will be for a duration of either 3 months or 150 hours of work, whichever is completed last.
30. SHFPACT may specify a period of initial or subsequent probation that is different to that specified in Clause 29 above, if warranted due to the nature of a particular employment position, or the employment situation applicable in respect of a particular employee.

Other Employment

- 31. SHFPACT employees are required to seek permission from their supervisor or manager when engaging in paid work in support of some other enterprise or entity, where:
 - (a) such work may have an adverse impact on the work performed for SHFPACT; and/or
 - (b) the potential for the employee's performance of the non-SHFPACT work may give rise to a conflict of interest in respect of work performed for SHFPACT.

Classification Structures

- 32. The classification structures at Schedule A will apply from commencement of the Agreement until such time as they are amended or replaced in accordance with Clauses A1, A2 and A3.

Balancing work and personal life through working flexibly

- 33. Managers and employees will ensure that flexible working arrangements in the agreement are used to achieve working patterns which provide a balance between work and personal lives, identify opportunities for improved productivity, and minimise the need for employees, including executive employees, to work in excess of their normal hours. In exceptional circumstances, where employees may be required to work in excess of their normal pattern of hours over the pay period, managers will consult employees about:
 - a. appropriate recompense;
 - b. how the additional workload is to be shared between employees;
 - c. employees' responsibilities outside the workplace which may impact on their ability to change their normal pattern of work; and the period over which additional hours will be required to be worked.

Requests for flexible working arrangements

34. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
35. The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
36. The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
37. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
38. The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.
39. The employee is not entitled to make the request unless:
- (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or

- (b) for a casual employee—the employee has been engaged by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately before making the request; and
- (c) has a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.

Span of Hours

40. The ordinary span of hours is 07.00 to 19.00 Monday to Friday, excluding public holidays.

Rosters

41. Rostering arrangements shall be at the discretion of SHFPACT, subject to the following:
- (a) Rosters will, where possible, be promulgated at least 14 days in advance of their commencement.
 - (b) Employees will be rostered to work for a minimum of three continuous hours in each instance, or if employees are rostered to work for a lesser period, they will be paid as if they had worked three hours. This sub-clause does not apply in respect of attendance at staff meetings and similar administrative or training-related commitments.
 - (c) Certain rostered sessions may, if SHFPACT requires, be designated as full-time and part-time sessions. That is, such sessions will be staffed by full-time and part-time employees in preference to casual employees, to the extent that sufficient suitable full-time and part-time employees are then employed by SHFPACT to perform the work required in those sessions.
 - (d) No employee will be rostered to work more than 10 hours in excess of that employee's specified average weekly hours in any seven-day period, without the agreement of the employee.
 - (e) Rostered work associated with the conduct of clinical duties will include, in each instance, a period of 15 minutes per shift for the conduct of patient-related administration.
 - (f) Rostered work associated with the conduct of clinical duties will be designated either as teaching or non-teaching sessions. Such designations may be subject to change at SHFPACT discretion to meet operational requirements.
 - (g) Rostered work for clinical staff that is a teaching session will include, in each instance, two periods of 15 minutes per shift for the purpose of teaching and student debrief.

Overtime

42. Overtime is any time worked outside the ordinary span of hours or in excess of ten hours in a single day, or in excess of ten hours on a continuous basis spanning two days. Subject to this clause, SHFPACT may require an employee to work reasonable overtime. An employee may refuse to work overtime in circumstances where working such hours would be unreasonable due to:
- (a) any risk to employee health and safety;
 - (b) any risk to client health and safety;
 - (c) the employee's personal circumstances including family and carer responsibilities;
 - (d) SHFPACT's operational requirement and commitments;
 - (e) the reasonable period of notice available to SHFPACT of the need for the work to be performed;
 - (f) an insufficient notice period given by SHFPACT of the overtime and opportunity of the employee of his or her intention to refuse it;
 - (g) another relevant matter.
43. Work approved to be performed on Monday to Friday outside the ordinary span of hours, and on Saturdays, will be paid or accrue Timebank credits at 1.5 times the ordinary-time rate.
44. Work approved to be performed on Sundays and public holidays will be paid or accrue Timebank credits at 2 times the ordinary-time rate.
45. Approval to work overtime hours or hours outside ordinary span of hours must be sought in advance for accrual of Timebank hours at penalty rates. This approval must be noted in the comments section of the employee's timesheet or other record of hours worked, and initialed by her manager.
46. Work performed outside the ordinary span of hours for planned service delivery tasks and activities to meet the needs of clients and service users, for example evening community education activities, does not require specific approval and will accrue Timebank at the relevant penalty rate.
47. Additional hours for the completion of ordinary tasks and activities will be approved at the discretion of the employee's manager, having given consideration to any performance or job structure implications that failing to achieve ordinary tasks in normal hours might indicate.
48. Work performed in excess of ten hours on one day, or outside ordinary span of hours, at the discretion of the employee in order to facilitate absence for non-work reasons (for example, a shorter working day elsewhere in a pay period) will not accrue Timebank hours at penalty rates. Timebank hours will accrue for additional hours worked above contracted hours in the pay period.

Return to Duty (Unscheduled Work)

49. Employees who are recalled to work after leaving the employer's premises, or required to attend work outside their ordinary contracted hours of work will, if required to attend for a period of less than two continuous hours, record on their timesheet and be paid as if they had worked for two hours. This clause does not apply in respect of attendance at staff meetings, training-related or similar administrative commitments.

Meetings

50. Employees may be required to attend work, outside their normal working hours, for staff meetings and similar administrative or training-related commitments.
51. Employees subject to Timebank provisions will accrue Timebank credits for such attendance, at penalty rates where applicable. Employees not subject to Timebank provisions will be paid at applicable rates.
52. Medical Officers attending regular staff meetings outside their normal hours of work will accrue Timebank credits or be paid as applicable in individual instances, and at penalty rates where applicable, for only one hour in respect of such meetings, in recognition of their potential recognition as continuing professional development related to professional registration requirements in respect of some of the time involved.

Maximum hours (Quality of Clinical Care)

53. No employee shall undertake work of a clinical nature for SHFPACT unless that employee has had sufficient rest since last undertaking work, except in response to a medical emergency. This clause applies whether all of that previous work was performed for SHFPACT or some or all was performed in respect of some other enterprise or entity.

Breaks

54. An Employee shall be entitled to an unpaid meal break of no less than 30 minutes after 5 continuous hours of work. No employee shall direct another employee to work more than 6 continuous hours without a break, except in the response to a medical emergency or other exceptional circumstance. Employees may at their discretion return to work or work through a meal break and record this as time on their timesheet as hours worked.
55. An Employee shall be entitled to one interval of ten minutes for light refreshment in each four hours worked, at a time to be agreed between the employer and the employee. Such interval shall count as time worked. Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute interval.

Break after overtime

56. Employees who work overtime will be entitled to a ten-hour rest break before recommencing work. If such a break results in the employee not working a period of scheduled work, then the employee will be paid as if the period had been worked.

Timebank

57. Timebank is SHFPACT's administrative arrangement for the management of hours worked in excess of, or less than, the standard contracted hours of permanent full-time and part-time employees. The objective of the Timebank system is to provide both flexibility and predictability in meeting: a) the operational and budgeting requirements of the organisation; and, b) the personal needs of individual employees. SHFPACT and employees undertake to avoid employees working excessive hours over an extended period.
58. Timebank arrangements will continue in operation unless and until discontinued by a subsequent enterprise agreement or some other workplace relations instrument or decision applicable to SHFPACT.
59. The Timebank system will apply in respect of all permanent full-time employees and part-time employees, and employees subject to a fixed-term contract when specified in their terms of employment. Timebank will not apply in respect of casual employees.
60. Each employee subject to the Timebank system will be paid as if they had worked their standard contracted hours each pay period. Any hours worked in addition to the standard hours within a pay period will be credited to the employee's Timebank account, which will be maintained and updated each pay period by SHFPACT. Any shortfall in hours worked less the standard contracted hours per pay period will be debited to the employee's Timebank account.
61. Employees who work at times subject to penalty rates of pay will accrue Timebank at those penalty rates.

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62. Management of hours worked to avoid excessive hours over an extended period is the responsibility of the employee and the employee's manager or supervisor, subject to the provisions of this Agreement, and policy and procedures specified from time to time by SHFPACT.
63. Employees' Timebank accounts will be maintained within the limits specified below, unless otherwise approved by SHFPACT:
- Maximum Timebank debit allowable: 0.6 x standard weekly hours
Maximum Timebank credit allowable: 2 x standard weekly hours
64. Approval to exceed limits will not be unreasonably withheld, having regard to SHFPACT's operational requirements, the provision of flexible work arrangements for employees, and the merits of individual cases. Where an employee reaches the maximum allowable debit, and no increased limit is approved, the employee will be required to use leave without pay, some other form of leave (annual or personal leave), for any additional leave or hours shortfall in the pay period. The employee and the employee's manager/supervisor will develop and implement a plan to ensure that the Timebank debit is reduced to zero hours over a period of eight weeks. Where an employee reaches the maximum allowable credit, or it appears that this might occur, the employee and the employee's manager will be required to develop and implement a plan to ensure the limit is not exceeded, and reduce the Timebank credit balance to within the allowable limit over twelve weeks.
65. In respect of termination with notice, the termination date shall be set wherever possible to ensure reduction of any Timebank credit or debit to zero prior to termination.
66. Timebank credits will not be paid as a cash lump sum on termination unless:
- a. circumstances unavoidably required an earlier termination date; and,
 - b. there is no possible opportunity to reduce the Timebank balance to zero by managing work hours; and,
 - c. to do so would cause significant financial hardship to the individual employee.

In the situation that any Timebank credit is paid, the credit balance up to the maximum allowable credit only will be the amount paid.

Christmas Shutdown

67. A "Christmas Shutdown Period" will be established during the period surrounding Christmas and New Years Day each year. During the period, SHFPACT services will not normally be open for business, and SHFPACT employees will normally not be required to attend for work. However, the SHFPACT Executive Director may require any SHFPACT service to be open for part or all of the Christmas Shutdown Period, and/or require that particular SHFPACT employees, or particular classes of SHFPACT employees, attend for work during part or all of the Period, in response to SHFPACT operational requirements or any other relevant consideration. The discretion afforded to the Executive Director by this clause will be exercised reasonably.
68. The timing and duration of the Christmas Shutdown Period will be determined each year by the Executive Director having regard to:
- which day of the week Christmas Day and New Years Day will fall;
 - the timing of the public holidays celebrated during the period;
 - SHFPACT's operational requirements during the period;
 - any preferences expressed by the Staff Consultative Committee; and
 - any other matter that is considered, by the Executive Director, to be relevant to the decision.
69. Subject to the Executive Director's decision at Clause 68, it would be expected that:
- the last working day prior to the Christmas Shutdown Period would normally be a day falling between 15 and 22 December (inclusive);
 - the first working day after the period would normally be a day falling between 2 and 8 January (inclusive); and
 - the duration of the period would normally be no less than ten and no more than seventeen consecutive days.
70. The Executive Director will promulgate the timing and duration of the Christmas Shutdown Period to all employees by 30 September each year.
71. The requirements above relating to the timing, length and promulgation of the Christmas Shutdown Period notwithstanding, the Executive Director may shorten, extend, or otherwise amend the timing and/or duration of the Period, and/or delay the promulgation of its timing and duration, in response to SHFPACT operational requirements or any other relevant consideration. The discretion afforded to the Executive Director by this clause will be reasonably exercised.
72. Employees who would normally be rostered to work during the Christmas Shutdown Period will draw their normal wages over the period, without the necessity for those employees to take annual leave, personal leave or utilise Timebank credits.

73. Employees on extended periods of paid or unpaid leave are considered to not 'normally be rostered to work' during the Christmas Shutdown Period, including employees taking long service leave, annual leave, or leave without both pay prior to and after the Christmas Shutdown Period.
74. Work which is performed by individual employees, without appropriate authorisation, during the Christmas Shutdown Period will not attract accrual of Timebank credits.
75. By mutual agreement, SHFPACT and employees may agree to vary or substitute time worked during the Christmas Shutdown Period for paid leave of absence at another time to accommodate the operational requirements of the organisation.

Workplace Safety

76. Workplace safety is a shared responsibility to promote and maintain the physical and environmental safety of the workplace, the health and wellbeing of employees, volunteers, clients and visitors, and fostering a learning culture of continuous review and improvement in relation to identifying and responding to risks and hazards in the work environment.
77. The *workplace* includes all locations where authorized activity in association with paid or volunteer employment occurs. *Shared responsibility* means that the *Workplace Safety Act 2008* (ACT) places responsibility on all people in relation to maintaining safe employment environments, including employers, employees, clients, contractors, volunteers, visitors and members of the public.

Employees' primary responsibilities in regard to workplace safety are, , and.

78. Employees are required to:
 - a. to read and comply with the provisions of the SHFPACT Workplace Safety Policy;
 - b. take all reasonable steps to identify hazards and reduce risks to workplace safety and the health and wellbeing of people entering the workplace;
 - c. follow all reasonable instructions in relation to workplace safety;
 - d. comply with and provide support to all of SHFPACT procedures and policies related to promotion of a safe workplace and the health and wellbeing of employees, contractors, clients, volunteers, visitors and any other persons having dealings with SHFPACT;
 - e. not consume or be under the influence of non-prescribed drugs whilst at work, other than drugs that are required for pain relief or similar purposes and are safe for use having regard to the employee's work requirements and environment;
 - f. not consume or be under the influence of alcohol while on duty or in the workplace, unless during the course of an approved social function at the conclusion of the day's work or otherwise outside working hours;

- g. inform a manager or supervisor, prior to commencing work, if under the influence of drugs (prescribed or non prescribed), alcohol or any other substance that is likely to affect their ability to work; and
 - h. take all reasonable measures to assist SHFPACT to meet its occupational health and safety obligations.
79. Employee and SHFPACT obligations in relation to hours and patterns of work relate, in part, to their workplace safety obligations. In particular, SHFPACT and employees acknowledge that compliance with Clauses 53 and 78 is an essential element of these workplace safety obligations.
80. Employees who fail to comply with their workplace obligations may be subject to disciplinary action. Serious or repeated failure to comply with those obligations may result in termination of employment.

Workplace Diversity

81. The parties affirm their desire and intention to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at the workplace - whether on the basis of sex, gender, sexuality, age, disability, marital status, family responsibilities, pregnancy, religion, political opinion, race, ethnic, cultural or social identity or origin, or on the basis that an individual either is or is not a member of a union of employees or of a particular union of employees.
82. The parties agree that, in fulfilling their obligations under this Agreement, they will make every endeavour to ensure that the operation of the provisions of this agreement are neither directly nor indirectly discriminatory in their effects; and do not allow any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth or ACT legislation.
83. The parties acknowledge and accept the obligation of SHFPACT and its employees to make reasonable adjustment to accommodate diversity in the workplace, remove barriers to employee effectiveness, and provide every employee with the opportunity to contribute effectively and be rewarded appropriately.
84. Nothing in these provisions is to be taken to affect:
- a. any different treatment (or treatment having different effects) which is specifically exempted under any Commonwealth or ACT anti-discrimination legislation, as in force from time to time;
 - b. the payment of salary or other entitlements to employees who have not reached a particular age, on a basis which is different from the basis on which those entitlements are paid to other employees, while the payment of entitlements on that different basis remains allowable by Fair Work Australia in accordance with the provisions of the *Fair Work Act 2009*, as in force from time to time;

- c. an employee's or SHFPACT's rights to pursue matters of discrimination in any state or federal jurisdiction, including by application to the ACT Human Rights Commission or the Commonwealth of Australia Human Rights and Equal Opportunity Commission; or
- d. any different treatment (or treatment having different effects) that is based on the inherent requirements of a particular employee's job.

Training and Professional Development

85. Training and professional development of employees provide the foundation for excellence in service delivery in the areas of SHFPACT's business/activity. The parties to this agreement agree to work co-operatively to ensure that employees are appropriately trained and skilled for the performance of their duties and achievement of professional goals. Wage and salary systems should be structured, where possible, to ensure that remuneration is linked to skill acquisition and use, and job role responsibilities.
86. The parties commit themselves to activities which will assist the skill development of employees through the development of career path opportunities. Career paths are assisted by:
 - development and regular review of personal training and professional development plans for employees;
 - assistance with access to formal training, both on- and off-the-job and through alternative delivery methods such as distance education and the internet;
 - recognition and reward schemes, such as payment of course fees, materials or provision of internet access.
87. SHFPACT will designate in annual budgets the amount of \$1000 per full-time equivalent employee for the purposes of training and professional development. This resource may be expended in respect of individual employees, or classes of employees, at SHFPACT's discretion.
88. Training and professional development may include any of the following:
 - i. Induction and orientation;
 - ii. Accredited training activities, including short courses and full qualifications;
 - iii. Seminars, including in-house seminars;
 - iv. Workshops, including in-house workshops;
 - v. Lectures;
 - vi. Training packages;
 - vii. Conferences;
 - viii. Other activities as approved by SHFPACT.

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89. Participation in training and professional development may be:
- a. directed by SHFPACT as part of a program to assess, acquire and extend the essential skills to perform job duties and functions;
 - b. offered by SHFPACT as opportunities to achieve professional development goals, diversify skills and/or further the development of career paths, and considered within the context of program and individual training needs;
 - c. requested by employees to achieve either of these goals, considered within the context of program and individual training needs.
90. Permanent employees shall be entitled to paid leave to attend approved training and professional development activities.
91. Employees, who attend training and professional development that is approved by SHFPACT and which occurs outside their normal working hours, will be paid ordinary rates of pay for such attendance or accrue Timebank on an hour for hour basis, as agreed with SHFPACT.
92. SHFPACT shall keep an accurate record of training and professional development undertaken by employees. Employees shall have access to information on their own training upon request. A copy of this record shall be provided to employees upon termination of employment.

Payment of costs associated with training and professional development

93. Participation in training and professional development activities, including attendance at conferences, incurs costs for both employees and SHFPACT.
94. Meal allowance, incidentals and accommodation will be paid at rates outlined in the *SHFPACT Policies and Procedures Manual*. All other costs associated with participation in training and professional development activities will be deducted from the annual budget for Training and Professional Development.
95. At the discretion of the Executive Director, in consultation with Program Managers, costs in excess of the allocated Training and Professional Development budget available per employee may be paid, or a contribution towards the employee's expenses associated with the training or professional development activity paid.
96. Paid or unpaid study leave may be approved at discretion of the Executive Director for participation in training and professional development activities.

PART C: Termination of employment

97. SHFPACT may terminate the employment of an employee without prior notice, if the employee is guilty of an act of serious misconduct as outlined in the *SHFPACT Code of Conduct for Employees*. This Clause prevails over any other clause in this agreement that specifies a period of notice as being required in respect of termination of employment.
98. Clauses 24 to 28 deal with termination of employment of employees during a probationary period of employment. Clauses 97 to 103 apply in respect employees other than during a probationary period of employment.
99. SHFPACT may terminate the employment of a full-time or part-time employee by giving the employee written notice of termination as specified in the table below, except that if the employee has been employed by SHFPACT for greater than 2 years and is over the age of 45 years, the period specified at the table is to be increased by one week. As an alternative to notice, SHFPACT may pay the employee the equivalent of one week's pay for each week of notice required but not given.

Employee's period of continuous employment with SHFPACT	Period of notice required
Less than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

100. Where SHFPACT has given notice of termination of employment to a full-time employee under Clause 99, the employee is entitled to one day of personal leave for the purpose of seeking other employment. The leave may be taken in part-day blocks, and at times that are convenient to the employee after consultation with SHFPACT. Pro-rata entitlements apply in respect of part-time employees. This clause does not apply in circumstances where pay in lieu of notice has been given in respect of some or all of the notice period.
101. An employee may terminate their employment with SHFPACT by giving SHFPACT written notice of termination as specified in the table at Clause 99 above (employees over the age of 45 are not required to give an additional week's notice). If sufficient notice is not given, SHFPACT may withhold from the employee's entitlements the equivalent of one week's pay for each week of notice required but not given. Employees working in a position exercising managerial responsibility are required to give 4 week's notice of termination of employment.

102. SHFPACT may terminate the employment of employees engaged for a fixed period in a manner consistent with the terms of engagement of such individual employees. In particular, the employment terminates at the conclusion of the fixed period unless a further period of employment is offered by SHFPACT and accepted by the employee.
103. If the employment of a full-time or part-time is terminated due to the employee's position being made redundant, the employee will be entitled to payment of severance pay equivalent to the number of weeks pay specified in the table below, based on ordinary-time rates of pay for the period. This entitlement applies in addition to any entitlement to notice or pay in lieu of notice that may be required in accordance with Clause 99. This clause does not apply in circumstances where a transmission of business occurs and the employee is offered suitable employment with the successor employer, or where SHFPACT is otherwise able to arrange an offer of suitable alternative employment.

Employee's period of continuous employment with SHFPACT	Severance pay required on redundancy
Less than 1 year	2 weeks
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

PART D: WAGES, ALLOWANCES AND RELATED MATTERS***Wage Levels and Increments, and Wage Increases***

104. Annual wage levels applicable to employee classifications, to apply from registration of this Agreement, are specified at Schedule A and in the *SHFPACT Policies and Procedures Manual* in accordance with Clauses A1 and A2. Weekly rates of pay are 1/52nd of the annual wage level. The ordinary-time rate of pay is 1/38th of the weekly rate, and is the basis of calculation of all penalty rates.
105. The salary structures at Schedule A will be indexed on 1 July each year that this Agreement is in effect, as outlined in Schedule A (2.5% per annum, cumulative).
106. In addition to Clause 104, wage levels may be increased, taking into consideration SHFPACT's financial situation and future prospects, while this agreement is in operation, as follows:
- i. movements in relevant award rates or minimum wage rates;
 - ii. SHFPACT's financial and operational situation, as well as its future prospects;
 - iii. any matters brought to the attention of SHFPACT, for that purpose, by the Staff Consultative Committee; and
 - iv. any other matter considered, by SHFPACT, to be relevant.
107. Wages will be paid on a fortnightly basis on a working day and will be credited to each employee's nominated bank account by Electronic Funds Transfer (EFT).
108. Termination payments will be credited into the employees' nominated bank account on the first pay day after cessation of employment, unless this would cause hardship to the employee in which case the employee may make a request in writing to the Executive Director for alternative arrangements.

Annual Leave Loading

109. An annual leave loading, equivalent to 17.5% will be accrued on an hour for hour basis alongside accrual of the annual leave entitlement specified at clauses 124 to 131. Annual leave loading is payable:
- on an hour for hour basis on taking annual leave, or
 - on payout of an accrued annual leave entitlement on termination of employment; or,
 - on payout of an accrued annual leave entitlement as specified at clause 133.
110. Payment of annual leave loading counts as taxable income, and PAYG income tax at the applicable rate is deducted on processing. Employer superannuation guarantee contribution (SGC) payments are not calculated and paid on annual leave loading.

Medical Indemnity Insurance

111. Medical Officer employed by SHFPACT in their professional capacity to provide clinical services are required to maintain appropriate medical indemnity insurance cover.
112. SHFPACT will provide assistance in respect of such cover for medical officers performing medical procedures within the agreed scope of services provided that attract a premium for medical indemnity cover, re-imbursment of 100% of any increase in insurance costs that are directly attributable to procedures performed only for SHFPACT.
113. SHFPACT will provide such other assistance as might be appropriate, having regard to medical indemnity insurance industry developments, and SHFPACT's financial and operational situation.

Transitional Arrangement for Medical Indemnity Allowance

114. In lieu of the hourly allowance provided for in SHFPACT Certified Agreement 2006-2009, being \$2.00 per hour worked provided under to medical officers other than those performing medical procedures, SHFPACT shall increase the annual salary for salaried medical officers by \$3,952. This increase shall apply only to those medical officers currently employed at the commencement of the new Agreement. The rates of pay outlined at Schedule A shall be the commencing rates of pay for medical officers employed after implementation of the Agreement.

Scrub-Room Allowance

115. SHFPACT will pay an allowance of \$2.00 per hour to employees employed to sterilise equipment and provide infection control services in the scrub-room. The allowance is payable for those hours directly attributable to sterilising and infection control. The allowance is paid in recognition of: the uncomfortable environment in which the work is performed, the inherently high and variable ambient temperatures encountered and potentially hazardous nature of the duties involved.

Motor Vehicle Allowance

116. An Employee who is required to use their own vehicle in the course of their normal work shall be reimbursed the kilometres travelled on eligible trips claimed in accordance with SHFPACT Policy and Procedures at the rate of \$0.74 per kilometre travelled. Motor Vehicle Allowance will not be taxed by SHFPACT on payment to the employee, but may be considered income in the preparation of an employee's tax return.

Parking Allowance

117. An employee who is required to use their own vehicle for approved work purposes, and that vehicle needs to be parked during the day, is entitled to receive an allowance for parking expenses at a rate of \$7.50 per day. Parking Allowance is claimed in accordance with SHFPACT policy and procedures, and will not be taxed by SHFPACT on payment to the employee, but may be considered income in the preparation of an employee's tax return. Parking Allowance is not payable where SHFPACT has provided for the employee's use of a parking space.

First Aid Allowance

118. An employee who holds a current first aid certificate issued by St John Ambulance or Australian Red Cross Society or equivalent qualification, and who is required by their employer to perform first aid duty at their workplace, will be paid an allowance of 1.67% of the standard rate per week.

Nurse Lecture Allowance

119. An Employee working in a position designated in the Sexual Health Nursing Band 2.1 or 2.2 classification (at Appendix A of this Agreement) who prepares and delivers lectures and presentations or facilitates workshops and seminars for approved or accredited professional development training programs and activities will be paid an allowance of \$20 per hour of direct delivery (excluding preparation time).

Salary Packaging

120. The parties agree that employees may access a salary package with the employer. Under this arrangement, employees may receive up to the maximum value of non-salary benefits provided concessional treatment by the Fringe Benefits Tax laws, in a form other than take home pay.
121. The parties agree that access to this benefit will remain in place only so long as concessions are available under Fringe Benefits Tax laws.
122. Employees participating in the salary packaging arrangements will be required to:
- a. cover all costs associated with administration of the salary packaging arrangements, as advised from time to time in SHFPACT Policies and Procedures, including those costs and fees that may arise from the arrangements being administered by a contracted External Provider;
 - b. reimburse SHFPACT for any fringe benefits tax liability that arises from their salary packaging arrangements if a claim or the arrangement is found to not be effective by any action on the part of the employee; and,
 - c. seek their own independent advice on the personal tax implications of entering into salary packaging arrangements;

Supported wage

123. Employees who are unable to perform the range of duties required of their classification to the competence level required because of the effects of a disability on their productive capacity may be eligible for a supported wage. The supported wage system to apply in such circumstances is specified in the *SHFPACT Policies and Procedures Manual*.

PART E: LEAVE AND RELATED PROVISIONS

Annual Leave (Recreation Leave)

124. Annual leave, without loss of pay, will be available to full-time and part-time employees as specified in Clauses 124 to 131.
125. Full-time employees will accrue an entitlement to 20 days of annual leave in respect of each full year of service. Part-time employees will accrue pro-rata entitlements, based on their average weekly hours of work in relation to the full-time workload of 38 hours.
126. Annual leave will accrue on a pro rata basis each fortnight period at the rate of 1/13 of ordinary hours paid.
127. Annual leave is to be taken as approved by SHFPACT, subject to any policies and procedures that SHFPACT may establish regarding minimum and maximum periods of leave, notice requirements, and any similar administrative matters.
128. It is expected that employees will take annual leave within 12 months of accrual. However, by agreement between SHFPACT and the employee, some or all of the leave thus due to be used during a 12-month period may be deferred for use during the next 12-month period. Further deferral will only be considered in exceptional circumstances, by agreement between the employee and the Executive Director. The effect of this clause is that annual leave credits may not exceed 40 days for full-time employees, or the relevant pro-rata amount for part-time employees, without express agreement to that effect between the Executive Director and the employee. In the event that agreement is unable to be reached regarding deferral of annual leave in a particular instance, and with regard to the option permitted at clause 133, the leave in question is to be used, with the period of leave to commence within six weeks of the lack of agreement becoming apparent.
129. Pro-rata entitlements to annual leave, in respect of part-year periods of service, may be used during service by agreement between the employee and SHFPACT.
130. Unused annual leave credits, including pro-rata entitlements in respect of part-year periods of service, will be available for use as leave or pay in lieu of leave on termination of employment.
131. Periods of annual leave count as service for all purposes.

Illness on annual leave

132. If an employee becomes ill during annual leave, they may use personal leave in lieu of annual leave to offset the period of illness provided:
- i. a medical certificate can be supplied for the relevant days or period; and
 - ii. personal leave entitlements are available for the period of illness.

Provision to cash out annual leave

133. Subject to the conditions listed below at clauses 134 to 137, an Employee is entitled to request payment in lieu of taking Annual Leave (Recreation Leave) once in each 12-month period.
134. Approval to 'cash out' Annual Leave will be approved subject to the following conditions being met:
- i. The Employee has voluntarily requested the entitlement;
 - ii. The Employee gives the Employer a written request to forgo the amount of Annual Leave, and the Employer approves this request;
 - iii. The Employee has served a minimum of 12 months continuous service with the Employer;
 - iv. The remaining balance of the Employee's Annual Leave entitlement once reduced by the cashed out component is not less than four weeks or 1/12 of the nominal contracted hours, whichever is the greater.
 - v. The Employee has already taken a minimum of four weeks leave from work in the 12 month period prior to the request to 'cash out' annual leave, in any combination of annual leave, long service leave, leave without pay, or Timebank.
135. The Employee is entitled to receive the full amount of their entitlement under this Agreement had they taken the entitlement as leave from work rather than payment in lieu.
136. The Employer, including a manager or supervisor, is prohibited from exerting undue influence or undue pressure on an Employee to cash out the employee's annual leave entitlement.
137. For the purposes of this provision (clauses 133-137), a '12-month period' is deemed to be a financial year (1 July – 30 June).

Personal Leave

138. Employees shall be entitled to 15 days paid personal leave per annum. Personal leave includes sick leave, carers leave and bereavement leave. Upon commencement the employee shall be entitled to 5 days personal leave, the remaining entitlement will be available at the end of the probationary period.
139. Employees will accrue personal leave entitlements on a pro rata basis each pay period at the rate of 5.76% of ordinary hours paid. Personal leave entitlement will accumulate to a maximum of 16 weeks. Personal leave entitlement will not be paid out on termination of employment.
140. Personal leave will be used for periods of absence:
 - Due to personal injury or illness; or
 - Due to personal injury, illness or death of a family member; or,
 - For short-term caring purposes, or to provide support for family members in extraordinary circumstances; or
 - That result from special circumstances; or
 - To observe religious or culturally significant days or events; or,
141. No more than three consecutive days of personal leave may be taken without a medical certificate, or personal declaration in the case of caring responsibilities.
142. An employee will inform the workplace as soon as possible of their intention to take personal leave and, in any event, before the employee's normal time of work commencement. If it is not practical to give prior notice of absence, the employee must notify the employer at the first opportunity.
143. An employee must inform the employer, to the best of their knowledge, how long they will be absent from the workplace.
144. The employee will apply for personal leave in writing and, if related to personal injury, illness of the employee or a family member, shall be accompanied by a medical certificate if:
 - The leave is longer than three days
 - The aggregate personal leave for the current year of employment is over 7 days.
145. In circumstances where no personal leave entitlement is available, the Timebank system, annual leave, or leave without pay may be used by employees in respect of absences, at the discretion of SHFPACT. In exceptional circumstances of financial hardship, an employee may apply to the Executive Director to use personal leave in anticipation of its pro rata accrual up to the maximum permissible entitlement per annum.
146. Periods of personal leave count as service for all purposes.

Public holidays

147. SHFPACT shall observe the public holidays designated as such in the ACT.
148. Full-time employees and part-time employees who would normally work on a day, but who do not work on that day because it is observed as a public holiday, will be paid as if they had worked on that day, at ordinary-time rates.

Long service leave

149. Long service leave is available to eligible employees in accordance with the provisions of the *Long Service Leave (Portable Schemes) Act 2009* (ACT) as in force from time to time. Long service leave may be accessed by employees in accordance with relevant clauses of this Act and the *SHFPACT Policies and Procedures Manual*.
150. Employees whose employment arrangements or employment classification may render them ineligible for long service leave in accordance with clause 149 will be eligible for long service leave in accordance with the *Long Service Leave Act 1976* (ACT).

Parental leave

151. Unpaid Parental Leave and Unpaid Special Maternity Leave is available to full-time and part-time employees in accordance with the provisions of *National Employment Standards and Fair Work Act 2009*, as in force from time to time. Relevant sections of the NES and Act will be incorporated into SHFPACT Policies and Procedures relating to employment and human resource management.
152. In addition to Unpaid Parental Leave and Unpaid Special Maternity Leave provided by the of *National Employment Standards and Fair Work Act 2009*, as in force from time to time, employees shall be entitled to paid Bonding Leave as follows:

Paid Bonding Leave Eligibility:

153. An employee is eligible for paid Bonding Leave, whether taken alone as outlined in this Agreement or in any allowable combination with the Australian Government Paid Parental Leave Scheme commencing 1 January 2011, if the employee:
- Has been employed continuously for at least 10 of the 13 months prior to the expected birth or adoption of the child(ren); and
 - Has undertaken at least 330 hours of paid work with SHFPACT in that 10 month period (average of about one day per week); and
 - Meets the definition of a Primary, Secondary or Tertiary Claimant as outlined in the Australian Government Paid Parental Leave Scheme as in force from time to time.

Paid Bonding Leave Benefit:

154. Paid Bonding Leave commences from the day of the birth of the child, or in the case of an adopted child, on the day the employee assumes responsibility for the child. Foster care arrangements are not eligible for Paid Bonding Leave. An employee may elect to commence Paid Bonding Leave for a period of confinement prior to the birth; early commencement will be approved on presentation of a valid medical certificate.
155. The benefit will be paid as a single payment per fortnightly paid period for the number of eligible pay periods, commencing either for the fortnight the birth or assumption of responsibility for the child occurs, or the subsequent pay period, as negotiated between the employee and SHFPACT.
156. An eligible employee who meets the criteria for a Primary Claimant as outlined in the Australian Government Paid Parental Leave Scheme as in force from time to time receives:
 - a. Federal Minimum Wage, as taxable income, for up to 8 weeks of Bonding Leave, paid as four fortnightly payments.
157. Part-time and casual employees who meet the eligibility criteria whose standard pay is less than the full benefit will be paid standard contract hours or the average of hours worked over the eligibility period specified above up to the full benefit.
158. An eligible employee who meets the criteria for a Secondary or Tertiary Claimant as outlined in the Australian Government Paid Parental Leave Scheme as in force from time to time receives:
 - a. Federal Minimum Wage, as taxable income, for up to 4 weeks of Bonding Leave, paid as two fortnightly pay periods.
159. All eligible employees will receive:
 - a. Continued payment of Superannuation Guarantee Contribution at 9% of salary paid for periods of paid parental and bonding leave
 - b. Continued access to salary packaging arrangements for eligible staff, further increasing the value of the benefit
 - c. Ability to combine SHFPACT paid Bonding Leave with Government Scheme arrangements, providing up to 26 weeks paid leave from January 2011.
160. An employee may request flexible working arrangements consistent with the provision of the *National Employment Standards and Fair Work Act 2009*, as in force from time to time, with regard to the placement of a child or children in a long-term foster care arrangement.

161. The employee can combine the Paid Bonding Leave entitlement with any Paid Parental Leave provided by the Commonwealth government as part of the Commonwealth government Paid Parental Leave scheme. However if the terms of the Commonwealth government Paid Parental Leave scheme preclude an employee from obtaining Paid Parental Leave under the Commonwealth government scheme in circumstances where;
- (i) an Enterprise Agreement, applies to and/or covers the employee, and;
 - (ii) the Enterprise Agreement provides for Paid Parental Leave, and;
 - (iii) the government Paid Parental Leave is more generous than the entitlement in the relevant Enterprise Agreement;
- then the employee does not have the benefit of clause 161 above.
162. 'More generous' in clause 161 (iii) is defined as 'better off overall'.

Leave Without Pay

163. Employees may be granted leave without pay for purposes other than parental leave, subject to SHFPACT approval. Clauses 163 to 167 apply to the granting of such leave.
164. In considering whether to approve a request for leave without pay, SHFPACT will take into account, to the extent relevant in particular instances:
- a. the benefits to SHFPACT;
 - b. the benefits to the employee;
 - c. the period of leave requested, the notice provided, and the stated reasons for the leave being sought;
 - d. SHFPACT operational requirements; and
 - e. any other matter considered, by SHFPACT, to be relevant.
165. Requests for leave without pay will not usually be granted if less than four weeks' notice is provided, except for compelling reasons where significant personal hardship would result from inability to take leave without pay.
166. Casual employees are encouraged to apply for reasonable periods of leave without pay for the purpose of taking a rest from paid employment. Such requests will be considered favourably by SHFPACT, to the extent consistent with its operational requirements.
167. Continuous leave without pay in excess of thirty calendar days will not count as service for any purpose.

SCHEDULE A

SHFPACT POSITION CLASSIFICATION AND SALARY STRUCTURES

- A1. The classification and salary structures outlined in Schedule A apply unless replaced in accordance with Clauses A2 and A3 of this Agreement.
- A2. Notwithstanding the Position Classification and Salary Structures outlined in Schedule A, SHFPACT may:
- a. Offer additional salary scale increases within the life of the Agreement, taking into consideration SHFPACT's financial and operational situation, as well as its future prospects;
 - b. Clarify or amend, in accordance with requirements for employee consultation outlined in the Act and NES:
 - i. the classification and/or allocation of certain tasks, functions and activities to other positions to meet operational requirements;
 - ii. the criteria and requirements for progression through increment levels within each Band of the salary scales as outlined in the relevant *SHFPACT Policies and Procedures*;
 - c. Offer reward for service and/or performance bonuses.
 - d. Offer alternative terms and conditions of employment where these terms and conditions are equivalent or better overall than those provided for in this Agreement, and in any case as outlined at Part A clause 2.
- A3. Position classification and salary structures may be amended in accordance with Part A clause 6.

A4. Position Classification and Salary Levels

Sexual Health Nurse					
Band/Point	Indicative Position Title/s	Salary from 1 July 2011	Salary from 1 July 2012	Salary from 1 July 2013	
SHRN 2.1	<i>Clinic Nurse (Sessional)</i>	\$64,450	\$66,061	\$67,713	
SHRN 2.2	<i>Sexual Health Nurse</i>	\$66,000	\$67,650	\$69,341	
SHRN 2.3	<i>Senior Sexual Health Nurse</i>	\$68,500	\$70,213	\$71,968	
SHRN 2.4	<i>Program Coordinator</i>	\$70,000	\$71,750	\$73,544	
SHRN 2.5	<i>Senior Program Coordinator</i>	\$71,750	\$73,544	\$75,382	
SHRN 3.1	<i>CNC/Manager</i>	\$77,000	\$78,925	\$80,898	
SH-NP	<i>Nurse Practitioner</i>	\$92,500	\$95,000	\$97,500	

Medical Officer					
Band/Point	Indicative Position Title/s	Salary from 1 July 2011	Salary from 1 July 2012	Salary from 1 July 2013	
MO 1.1	<i>Medical Officer (Sessional)</i>	\$147,100	\$150,778	\$154,547	
MO 1.2	<i>Medical Officer (Trainer/Assessor)</i>	\$150,000	\$153,750	\$157,594	
SMD-MD	<i>Senior Medical Officer/Medical Director</i>	\$176,000	\$180,400	\$184,910	

Position Classification and Salary Levels continued

Finance and Administration Officer				
Band/Point	Indicative Position Title/s	Salary from 1 July 2011	Salary from 1 July 2012	Salary from 1 July 2013
FASS 1.1	<i>Clinic Support Officer, Administrative Assistant</i>	\$35,875	\$36,772	\$37,691
FASS 1.2	<i>Clinic Support Officer, Administrative Assistant</i>	\$39,975	\$40,975	\$42,000
FASS 2.1	<i>Receptionist, Administrative Assistant</i>	\$46,125	\$47,278	\$48,460
FASS 2.2	<i>Senior Receptionist, Senior Administrative Assistant</i>	\$48,688	\$49,905	\$51,152
FASS 2.3	<i>Reception Coordinator, Team Leader</i>	\$51,250	\$52,531	\$53,845
FASS 3.1	<i>Finance & Administration Officer (FAO), Executive Assistant</i>	\$56,375	\$57,784	\$59,229
FASS 3.2	<i>Senior Finance & Admin Officer, Senior Executive Assistant</i>	\$58,938	\$60,411	\$61,921
FASS 3.3	<i>Unit Coordinator</i>	\$61,500	\$63,038	\$64,613
FASS 3.4	<i>Unit Coordinator</i>	\$64,063	\$65,664	\$67,306
FASS 4.1	<i>Unit Manager, Practice Manager (ref. also PO 4.1)</i>	\$66,625	\$68,291	\$69,998

Professional Officer				
Band/Point	Indicative Position Title/s	Salary from 1 July 2011	Salary from 1 July 2012	Salary from 1 July 2013
PO 1.1	<i>Trainee/Entry-level Position</i>	\$41,000	\$42,025	\$43,076
PO 2.1	<i>Educator, Trainer/Assessor, Project Officer</i>	\$56,375	\$57,784	\$59,229
PO 2.2	<i>Educator, Trainer/Assessor, Project Officer</i>	\$58,425	\$59,886	\$61,383
PO 2.3	<i>Educator, Trainer/Assessor, Project Officer</i>	\$60,475	\$61,987	\$63,537
PO 3.1	<i>Senior Educator, Senior Project Officer, Counsellor</i>	\$63,038	\$64,613	\$66,229
PO 3.2	<i>Program Coordinator</i>	\$63,038	\$64,613	\$66,229
PO 4.1	<i>Manager</i>	\$69,188	\$70,917	\$72,690
PO 4.2	<i>Manager</i>	\$71,750	\$73,544	\$75,382
PO 4.3	<i>Manager</i>	\$74,313	\$76,170	\$78,075

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SCHEDULE B

DISPUTE RESOLUTION PROCEDURES

1. These procedures apply in conjunction with the requirements detailed at Clauses 13 and 14 of this Agreement.
 2. If a dispute relates to:
 - (a) a matter arising under the Agreement; or
 - (b) the National Employment Standards;this term sets out procedures to settle the dispute.
 3. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
 4. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
 5. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
 6. Fair Work Australia may deal with the dispute in 2 stages:
 - (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
7. While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
 8. The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

SCHEDULE C

STAFF CONSULTATIVE COMMITTEE AND CONSULTATION REGARDING CHANGES TO POLICIES, GUIDELINES AND PROCEDURES REFERENCED IN THIS AGREEMENT

Staff Consultative Committee

1. A Staff Consultative Committee (SCC) will be the primary forum to facilitate discussions between the SHFPACT and its employees regarding this Agreement and workplace relations of a general nature. The Staff Consultative Committee will comprise, subject to staff nominating, one staff representative representing each the major professional groups within the organisation elected or nominated by their peers, but otherwise at least four staff representatives;
2. SHFPACT will consult with the SCC in relation to strategic human resource management and strategic workplace relations issues including the implementation of this Agreement and associated policies and guidelines. If requested by the SCC, SHFPACT will explain decisions that have been made, including how the views expressed by employees and where they choose, their representatives were taken into account.
3. For the purpose of this Schedule “consult” means providing relevant information to employees and, where they choose, their representatives on the SCC about impending changes, decisions, reviews or other issues that will impact on them and ensuring a bona fide opportunity to influence the decision-making process not only in appearance, but in fact before a decision is made.
4. On request by employee representatives to the SCC, SHFPACT will facilitate access to appropriate training and facilities for SCC employee representatives to enable them to effectively perform their function. Employee representatives will not suffer any employment-related detriment as a result of performing the representative function. Reasonable time spent by employee representatives carrying out the bona fide duties of the SCC will be recognised as hours worked.
5. The SCC will meet three times per year, or more frequently if and as required.

Consultation regarding changes to policies, guidelines and procedures referenced in this Agreement

6. Over the period of this agreement changes to the following policies, guidelines and procedures referenced in this agreement will be subject to consultation with the Staff Consultative Committee:
 - (i) SHFPACT Code of Conduct for Employees;
 - (ii) SHFPACT Position & Salary Classification Structure;
 - (iii) Policies and guidelines for Training and Professional Development;
 - (iv) Policies and guidelines for leave, attendance and Timebank;
7. Issues regarding the content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement will be subject to the Dispute Resolution Procedure at Schedule B of this Agreement.

Consultation regarding major change

8. This section applies if:
 - (a) the Executive Director has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in the organisation; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
9. The Executive Director must notify the relevant employees of the decision to introduce the major change. The relevant employees may appoint a representative for the purposes of the procedures in this section.
10. 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 Executive Director of the identity of the representative;

the Executive Director must recognise the representative.

11. As soon as practicable after making her/his decision, the Executive Director must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the SHFPACT 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 employees; and
 - (iii) any other matters likely to affect the employees.
12. The Executive Director is not required to disclose confidential or commercially sensitive information to the relevant employees.
13. The Executive Director must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
14. If a clause in this Agreement provides for a major change in production, program, organisation, structure or technology in relation to SHFPACT, the requirements set out in clauses 8 to 13 are taken not to apply.

SCHEDULE D

TRANSITIONAL ARRANGEMENTS TO NEW POSITION CLASSIFICATIONS

Explanatory Statement

The Position Classification and Salary Scales outlined at Schedule A in the Agreement will require ongoing review and development to ensure that it maintains currency, is relevant to the job specification, service delivery and human resource management needs of SHFPACT, and provides a clear guide for the development and review of professional development plans.

Three key documents external to SHFPACT Enterprise Agreement 2011-2013 underpin the position/salary classification system:

- a) **Position Classification Statement**, which outlines generic criteria for each Band and Point in the Position Classification and Salary Scales outlined at Schedule A;
- b) **Employment Level Performance Criteria**, being a generic descriptive statement of expected performance, capacities and behaviours referenced in the Position Classification Statement;
- c) **Professional Capacity Profiles**, which outline qualifications, skills, knowledge, experience, values & attitudes required to perform effectively in a role or position, are used to determine selection criteria for recruitment, a guide for ongoing professional development planning, and are included in Comprehensive Position Descriptions statements;

The position/salary classification system outlined at Schedule A in the Agreement has been developed with the following human resource management aims in mind:

- a) **Separating Professional Development Planning from Performance Monitoring and Feedback**

The system separates planning for professional development to meet the Professional Capacity Profile, advance career, and meet the criteria for being assessed at a higher pay point, from routine supervision and feedback about performance in a position. Both feedback on performance of duties and responsibilities, and professional development planning and review, should form part of an ongoing employee development and performance appraisal process, but should be visited periodically through the year, not just once in an annual 'appraisal'.

- b) **Separating Performance Monitoring and Feedback from Salary Increases and Classification to New pay Points**

The automatic increase of salary rates by 2.5% each 1 July permits the separation of ongoing employee development and performance appraisal processes from negotiation of salary increment increases. Employee development and performance appraisal can then be focused specifically on those issues alone, and when an employee or her manager believe that the criteria for reclassification to a higher pay point have been met, can initiate a review and assessment process for that purpose. This can then occur at any time, rather than being artificially tied to an annual performance appraisal.

c) Flexibility to inclusion of knowledge, skills, experience and qualifications not listed in the Professional Capacity Profile

The Professional Capacity Profile is not intended to be an exhaustive list, but an indication of the kinds of common relevant qualifications, statements of skills and knowledge, and indicators of what constitutes a sufficient level of experience to perform at the required level. The Professional Capacity Profile can be reviewed to include new content as required. Should an applicant or employee's existing or anticipated qualification not be included in the indicative list, the onus will be on the application/employee to demonstrate:

- a) equivalency of the qualification with one already listed; and/or,
- b) relevance of the qualification to the performance of duties and responsibilities.

d) Introduction of senior roles in each professional group

These roles are designed to be:

- a) Accessible to all employees as an opportunity for professional development and advancement to higher levels in the Position Classification and Salary Scales;
- b) An alternative to management and administrative responsibility as the only means for career and professional advancement;
- c) Reflective of:
 1. the effort and investment by applicants and employees undertaken in acquiring, and
 2. the benefits to SHFPACT that derive from, the additional skills, knowledge and capacity obtained through extensive professional development and additional qualifications above the minimum required for employment;

As part of ensuring this Agreement meets the required 'better off overall' test, the Position Classification system has been benchmarked against the relevant Modern Awards named at clause 10. The position classifications outlined in the relevant modern awards may be considered as part of any future review of the SHFPACT Position Classification system.

Review, development and updating of documents underpinning the SHFPACT Position Classification and Salary Scales

1. In accordance with the principles outlined at Schedule C, the parties commit to consultation regarding:
 - a) The periodic review and updating of:
 - i. Professional Capacity Profiles contained in Comprehensive Position Descriptions statement; and,
 - ii. Employment Level Performance Criteria;to ensure currency, consistency and relevance.
 - b) The adaptation and development of new Employment Level Performance Criteria to reflect the needs of different professional groups;
 - c) Develop new Professional Capacity Profiles for new non-executive positions as established from time to time,

- b) Outline how the employee believes she meets the criteria for a different position classification point in the Position Classification and Salary Scales (outlined in Schedule A);
 - c) Provide, as required and available, supporting information and evidence to support claims to qualifications, professional development activities, or other information relevant to the appeal;
8. Appeals meeting these criteria will be acknowledged and progressed, even if this process requires time beyond the designated one calendar month to address and resolve.
 9. All other grievances, appeals or requests for review regarding the Position Classification and Salary Scales outlined in Schedule A of the Agreement that do not relate to the initial designation of employees on implementation will be treated in accordance with the Dispute Resolution process outlined in Schedule B of the Agreement.

Process for review of appeals against initial designation

10. An ad hoc review panel made up of one SHFPACT Council member, a unit or program Manager, and a professional peer within the organization and/or an external person with expertise to contribute to the process, will be asked to independently review the claim and decision.
11. The panel will review:
 - a. the employee's appeal considering the relevant Professional Capacity Profile, Selection Criteria, and Position Classification Criteria information;
 - b. the evidence or supporting information provided by the employee;
 - c. a statement by the decision maker/s outlining the grounds for their decision; and
 - d. any other relevant information identified by the panel for consideration
12. The Panel members will offer an opinion on whether the original decision was justified or not. The Executive Director will review his/her decision in light of the Panel's advice.
13. If an employee remains dissatisfied with the outcome of this process, the normal Dispute Resolution processes outlined at Schedule B in the Agreement will be followed.

SHFPACT Enterprise Agreement 2011-2013

was made between

Sexual Health and Family Planning ACT Inc (SHFPACT)

and

Employees of SHFPACT covered by the Agreement

by a vote concluding 24 August 2011 of a majority of SHFPACT's employees

in accordance with the provisions of the *Fair Work Act 2009*.

Signed for the employer:

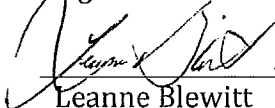


Scott Malcolm
Council Executive Member
SHFPACT Council
1/28 University Ave
Canberra ACT 2601



Ann White
Council Executive Member
SHFPACT Council
1/28 University Ave
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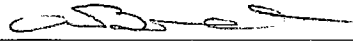
Signed for the employees:




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Ann Breed
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