



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Australian Health Practitioner Regulation Agency**  
(AG2022/3995)

## **AUSTRALIAN HEALTH PRACTITIONER REGULATION AGENCY ENTERPRISE AGREEMENT 2022- 2025**

Health and welfare services

COMMISSIONER MIRABELLA

MELBOURNE, 10 OCTOBER 2022

*Application for approval of the Australian Health Practitioner Regulation Agency Enterprise Agreement 2022- 2025.*

[1] Australian Health Practitioner Regulation Agency has made an application for approval of an enterprise agreement known as the *Australian Health Practitioner Regulation Agency Enterprise Agreement 2022- 2025* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] Australian Health Practitioner Regulation Agency has provided a written undertaking. A copy of that undertaking is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement. The undertaking is taken to be a term of the Agreement.

[3] Subject to the undertaking referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of sections 186, 187, 188 and 190, as are relevant to this application for approval, have been met.

[4] The Australian Municipal, Administrative, Clerical and Services Union; the CPSU, the Community and Public Sector Union; the Australian Nursing and Midwifery Federation and the Australian Salaried Medical Officers 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) and based on the declarations provided by the organisations, I note that the Agreement covers these organisations.

[5] The Agreement was approved on 10 October 2022 and, in accordance with s.54 of the Act, will operate from 17 October 2022. The nominal expiry date of the Agreement is 30 June 2025.



COMMISSIONER

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**Annexure A**

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2022/3995

Applicant:  
**Australian Health Practitioner Regulation Agency (Ahpra)**

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Mark Edwards, Executive Director People & Culture have the authority given to me by the Australian Health Practitioner Regulation Agency (**Ahpra**) to give the following undertakings with respect to the **Australian Health Practitioner Regulation Agency (Ahpra) Enterprise Agreement 2022 - 2025** ("the Agreement"):

1. The minimum amount payable to employees under the Supported Wage Guidelines in Appendix 2 of the Agreement will be \$95 per week (or such higher amount as may be required by the *State Government Agencies Award 2020*).

Ahpra confirms that the effect of the undertaking set out above will not cause financial or other detriment to any employee or result in substantial changes to the Agreement.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Signature

3 October 2022

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Date



## Enterprise agreement 2022 – 2025

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Australian Health Practitioner Regulation Agency (Ahpra)

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

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## 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 2022- 2025 (the Agreement).

### 2. Parties and coverage

- 2.1 This Agreement applies to and covers:
- a. Australian Health Practitioner Regulation Agency
  - b. all Employees, and
  - c. the following organisations of Employees: The Community and Public Sector Union (SPSF Group), the Australian Nursing and Midwifery Federation, Australian Medical Association Vic Branch, and the Australian Municipal, Administrative, Clerical and Services Union where an application is made in accordance with the provisions of section 189 of the *Fair Work Act 2009* (Cth).

### 3. Definitions and interpretation

- 3.1 **Ahpra** means the Australian Health Practitioner Regulation Agency, being the employer of the employees (**Employer**).
- 3.2 **ATO** means the 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 **Continuous service** means a period in which the employee is employed by Ahpra, including employees who commenced employment with former Health Practitioner Registration boards and other entities whose functions were transferred to Ahpra. Continuous services otherwise have the same meaning as section 22 of the FW Act, except that unpaid absences will count as continuous service except unpaid absences in excess of 28 working days per annum.
- 3.5 **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 in the FW Act, or pertaining to the relationship of the employer and employee. A dispute may arise when one party makes a claim, and the other party rejects it.
- 3.6 **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.
- 3.7 **Family, domestic, and intimate partner violence** includes physical, sexual, emotional, psychological, and economic abuse, as well as coercion and control or domination that causes the family member (employee) to feel fear for the safety or wellbeing of themselves or another person, and the exposure of these behaviours, or the effects of them, to a child. **Family member** includes *immediate family*, relationships between extended families, kinship networks, family-like or carer relationships, an individual who cohabitates with the employee, and intimate relationships involving physical or emotional (sexual and non-sexual) intimacy.
- 3.8 **Full-time employee** means an employee engaged to work an average of the applicable hours of ordinary time per week as per Appendix 6 of this Agreement.
- 3.9 **FWC** means the Fair Work Commission.
- 3.10 **FW Act** means the *Fair Work Act 2009* (Cth).
- 3.11 **Grievance** is a real or perceived issue causing resentment and is regarded as grounds for complaint.



- 3.12 **Immediate family** as defined in s12 of the Fair Work Act 2009 means the employee's spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild, or sibling; or a child, parent, grandparent, grandchild or sibling of the employee's spouse, former spouse, de facto partner or former de facto partner. This also includes household members who live with the employee. This definition includes step relations (e.g. step-parents and step-children, as well as adoptive relations).
- 3.13 **Kinship care** means care provided by relatives or a member of a child's social network when a child cannot live with their parents.
- 3.14 **Misconduct** means:
- a. behaviour inconsistent with the employee's contract of employment, or
  - b. breaches of the employer's workplace policies including the Code of conduct.
- 3.15 **Part-time employee** means an employee engaged to work regular ordinary hours of less than those applicable in Appendix 6 of this Agreement, and who is entitled to all the benefits of this Agreement on a pro rata basis except where otherwise provided.
- 3.16 **Party** means an entity or person covered by this Agreement, being Ahpra, an employee, employees, or a union. 'Parties' is a collective reference to all parties covered by this Agreement, except where the context indicates otherwise.
- 3.17 **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.
- 3.18 **Preserved** means the preserving of an entitlement contained in a transitional letter of offer.
- 3.19 **Satisfactory level** means the performance of all essential functions of the role to the high standard expected and contributes to the continuous improvement of established ways of working.
- 3.20 **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 Ahpra's operations.
- 3.21 **Union** means the Community and Public Sector Union (SPSF Group), the Australian Nursing and Midwifery Federation (ANMF), Australian Medical Association Vic Branch and the Australian Municipal Administrative, Clerical and Services Union (ASU), where applicable.
- 3.22 **Union delegate** means an employee who a union has notified Ahpra, is a representative of that union.
- 3.23 **Unsatisfactory work performance** means work performance that is unsatisfactory if the employee fails to perform to the required standards or expectations of their role. To avoid any doubt, the performance standards and expectations need to be fair and reasonable. Employees cannot be accused of unsatisfactory work performance if the supervisor or manager failed to make the employee fully aware of the standards or expectations of the role.
- 3.24 **Workplace bullying** occurs when an individual or group of individuals repeatedly behaves unreasonably towards an individual or a group of individuals at work and the behaviour creates a risk to health and safety. Reasonable management action conducted in a reasonable manner does not constitute workplace bullying.
- 3.25 In this Agreement:
- a. the singular includes the plural and vice versa and words importing a gender include every other gender
  - b. 'including' and 'includes' are not words of limitation
  - c. the Appendices form part of this Agreement
  - d. headings are for convenience only and do not alter interpretation

- e. a reference to '\$' or 'dollar' is a reference to Australian currency, and
- f. a reference to any legislation, delegated legislation or statutory instrument (Legislation) includes that Legislation as in force from time to time.

#### **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 2025**.
- 4.2 This Agreement will be read and be interpreted in conjunction with the National Employment Standards (NES). If there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee prevails.
- 4.3 This Agreement provides a comprehensive statement of collective terms and conditions of the employment of employees to whom it applies.
- 4.4 The Agreement operates to the exclusion of, and wholly replaces, any Award, Agreement, and other industrial instrument of FWC that would, apart from this clause, apply to the employment of employees covered by this Agreement.
- 4.5 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.
- 4.6 The operation of this Agreement may be supported by Ahpra's policies, procedures, and support materials. If there is any inconsistency between these policies, procedures and support materials and the terms of this Agreement, the express terms of this Agreement will prevail.
- 4.7 Policies, procedures and support materials which support the operation of this Agreement may be made or varied from time-to-time following consultation with the Parties to the Agreement. Consultation will occur either through the National Consultative Committee where necessary or accordance with clause 12 of this Agreement. Policies, procedures and support materials will apply in the form they are in as at the time of any relevant action or decision.
- 4.8 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 this Agreement.
- 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 them, on a particular matter.
- 4.10 The parties agree to commence negotiations for a new Agreement no later than six (6) months prior to the nominal expiry date unless otherwise agreed.

#### **5. Unintended consequences**

- 5.1 The parties recognise that the complexity of terms and conditions being superseded to form this Agreement 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 their overall salary and conditions reduced as a result of the making of this Agreement.

#### **6. Posting of Agreement**

- 6.1 A copy of this Agreement will be placed on the Ahpra 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

### 7. Workplace health and safety

- 7.1 The parties to this Agreement are committed to continuous improvement in workplace health and safety outcomes.
- 7.2 Ahpra will consult with employees on workplace health and safety matters.
- 7.3 Ahpra will establish and maintain designated work groups.
- 7.4 Health and safety committees will be established in the workplace.
- 7.5 Ahpra will facilitate the election of health and safety representatives to the committees by designated work groups.
- 7.6 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.
- 7.7 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.
- 7.8 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.

### 8. Workload

- 8.1 Ahpra acknowledges the benefits to both the organisation and individual employee gained through employees having a balance between both their professional and family life.
- 8.2 Ahpra further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and wellbeing. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours or work. However, Ahpra may request 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.
- 8.3 Where an employee is requested by Ahpra to work overtime the employee will be paid overtime rates in accordance with clause 38 of this Agreement.
- 8.4 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. This Agreement is designed to be sufficiently flexible for employees to meet business requirements and balance their personal needs.
- 8.5 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 met.

## Part 3 Individual flexibility arrangement

### 9. Individual flexibility arrangements

- 9.1 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 is about when and where the work is performed
  - b. the arrangement meets the genuine needs of Ahpra and an employee in relation to clause 9.1(a)
  - c. the arrangement is made at the instigation of the employee, and
  - d. the arrangement is genuinely agreed to by Ahpra and the employee.

### 10. Ahpra's obligations in respect of individual flexibility arrangement

- 10.1 Ahpra must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under s 172 of the FW Act
  - 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.
- 10.2 Ahpra must ensure that the individual flexibility arrangement:
- a. is in writing
  - b. includes the name of Ahpra and the employee
  - c. is signed by Ahpra and the employee, or if the employee is under 18 years of age, a parent or guardian of the employee must also sign the arrangement
  - d. includes details of:
    - i. the terms of the agreement that will be varied by the arrangement
    - 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 their employment as a result of the arrangement, and
  - e. states the day on which the arrangement commences.
- 10.3 Ahpra must provide the employee a copy of the individual flexibility arrangement within 14 days after it is agreed.

### 11. Termination of individual flexibility arrangement

- 11.1 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

### 12. Consultation – Organisational change

12.1 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 the change is likely to have a significant effect on employees, or
- b. where Ahpra proposes to introduce change to the regular roster or ordinary hours of work of employees.

12.2 A 'significant effect' on employees for the purpose of clause 12.1(a) is one that includes, but is not limited to:

- a. the termination of the employment
- b. change to the composition, operation or size of Ahpra's workforce or to the skills required of the employee
- c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure)
- d. the alteration of hours of work
- e. the alteration of ordinary hours of work
- f. the need to retrain employees
- g. the need to relocate employees to another workplace, or
- h. the restructuring of jobs.

12.3 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.

12.4 The relevant employees may appoint a representative including their union for the purposes of this clause.

12.5 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.

12.6 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
  - ii. The effect the changes 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, and
- c. in relation to clause 12.1 (b), invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

12.7 Despite clause 12.6, Ahpra is not required to disclose confidential or commercially sensitive information to the relevant employees.

12.8 The affected employees and their representatives including unions may submit alternative proposals which will meet the indicated rationale 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. In order to mitigate any adverse effects of the proposed change

Ahpra will consider any alternatives raised by the employees regarding the proposed change and consideration of these views will be prompt and genuine, and reasons given to the affected employees if Ahpra does not accept alternate proposals.

### **13. Dispute resolution**

- 13.1 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.
- 13.2 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.
- 13.3 In the first instance, the parties to the dispute must try and resolve the dispute at the workplace level, by discussions between Ahpra or employees and relevant supervisors and/or management.
- 13.4 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.
- 13.5 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.
- 13.6 The process outlined in clauses 13.3-13.5 is to commence no later than seven days after notification of the dispute in writing and if the dispute is not resolved within one month then the provisions of clause 13.7 shall apply.
- 13.7 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 13.8 of this Agreement.
- 13.8 The parties consent to the FWC dealing with the dispute in two stages:
- a. The FWC will first attempt to solve 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 arbitrate the dispute, utilising the powers available.
- 13.9 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.
- 13.10 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 they would have performed prior to the dispute being raised unless they have 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
    - ii. applicable work health and safety legislation would not permit the work to be performed
    - 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.

### **14. National Consultative Committee**

- 14.1 Ahpra welcomes a National Consultative Committee being formed. A National Consultative Committee will be formed where requested by unions covered by this Agreement. The National Consultative Committee will comprise nominees of the unions and employer nominated representatives. The National Consultative Committee will operate under guidelines developed and agreed by the committee and will be informed of all proposals for change which require

consultation. All costs associated with union participants of the National Consultative Committee will be covered by the unions.

## **15. Diversity and Inclusion**

15.1 As an inclusive organisation, Ahpra is committed to fostering and supporting a workplace that prioritises fairness and equality and utilises the contributions of all employees with various backgrounds, experiences and perspectives. Ahpra recognises that a diverse workforce benefits all employees and stakeholders.

More specifically, Ahpra is committed to:

- a. providing and supporting a workplace that values and utilises the contributions of people with different backgrounds, experiences and perspectives
- b. maintaining a workplace free from discrimination, harassment and bullying
- c. encouraging diversity through:
  - i. developing an inclusive workplace culture,
  - ii. providing a supportive working environment, and
  - iii. addressing any salary inequity matters,
- d. creating a workplace free from discrimination on the basis of sex, sexual orientation, marital or domestic status, family or carer's responsibilities, pregnancy, breastfeeding, age, race, colour, physical or mental disability, religion, political opinion, national extraction, social origin, or association with, or relation to, a person identified on the basis of any of the above attributes; and
- e. providing a safe workplace for all employees, including lesbian, gay, bisexual, transgender, intersex and queer (LGBTIQ+) people.

15.2 Accordingly, in fulfilling their obligations, under the procedures in clause 13 (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.

15.3 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.

## **16. Protection and facilities for accredited union representatives**

16.1 Protection:

- a. An employee shall not be dismissed or injured in their employment or have their employment altered to their prejudice, or be threatened with prejudicial or injurious treatment or with dismissal by reason of their status as a union delegate, engagement in lawful activities as a delegate of a union or on the basis of their membership of a union or participation in lawful union activities, provided that where any such activities are undertaken during work hours, the employee's release has been approved. Approval will not be unreasonably withheld.
- b. Ahpra shall not injure a person in their employment or alter the terms or conditions of employment of a person to their prejudice on the basis of their 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.

16.2 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 them to carry out their 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 union notice boards 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.
- d. A union delegate will be granted the opportunity to address new employees as part of their formal orientation/induction into the workplace.

16.3 Employee representation on union governing bodies:

- a. Employees who are union branch or 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.

16.4 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 fourteen (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 Ahpra's ability to make adequate staffing arrangements for the duration of the leave period.



## Part 5 – Terms of employment

### 17. Engagement

17.1 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.

### 18. Ahpra to advise employee of terms of employment in writing

18.1 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 a 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, and
  - v. any other relevant details relating to the employment arrangement.

### 19. Part-time employment

19.1 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 agreement with the employee and Ahpra following consultation in accordance with clause 12.

19.2 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.

19.3 Time worked by a part-time employee in excess of their 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.

19.4 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 or fortnightly hours.

### 20. Fixed term employment/temporary employment

20.1 An employee may be engaged on a temporary or fixed-term basis and may be full-time or part-time.

20.2 Employees will be engaged on a fixed-term or temporary basis for:

- a. a specified term, or
- b. the duration of a specified task.

20.3 A temporary employee will not normally be engaged on a temporary basis for a period of longer than two (2) years.

20.4 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.

20.5 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 the temporary position's expiry date.

20.6 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.

## 21. Casual employment

21.1 A casual employee is to be paid for a minimum of three (3) consecutive hours in any day worked.

21.2 A casual employee will be paid for hours worked:

- a. at a rate equal to the hourly fraction of the appropriate applicable weekly rate in Appendix 6, plus
- b. a loading of 25% for ordinary working hours without entitlement to personal leave or annual leave.

21.3 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.

21.4 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.

21.5 Ahpra must not fail to re-engage a casual employee because the employee accessed the entitlements set out elsewhere in clause 21. The rights of Ahpra to engage or not to engage a casual Employee are otherwise not affected.

## 22. Right of a casual employee to seek permanent employment

22.1 A person engaged by Ahpra as a regular casual employee will be offered by Ahpra to have their employment converted to full-time or part-time permanent employment in accordance with the casual conversion provisions set out in the National Employment Standards of the FW Act.

## 23. Probation

23.1 An employee will normally be engaged subject to the successful completion of a period of probation of **(6) six** months duration unless Ahpra considers another period is reasonable in the circumstances.

23.2 The employee will be notified, in writing, of the details of the applicable probation period at the commencement of their engagement.

23.3 Further details are set out in 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 outlined in Appendix 2 of this Agreement.

## 25. Management of misconduct

25.1 The purpose of this clause is to:

- a. establish procedures for managing misconduct or alleged misconduct of an employee

- b. provide for employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace
- c. reflect the Ahpra values with the aim of ensuring that an employee is treated fairly and reasonably, and
- d. manage the employee's performance in accordance with this clause instead of clause 26 (managing underperformance) where the employer determines that it would be more appropriate.

## 25.2 Application

- a. Subject to applicable legislation, action taken by the employer in relation to misconduct will be consistent with this clause.
- b. This clause applies to all employees except casual employees and employees subject to a probationary period of employment.

## 25.3 Meaning of misconduct

For the purposes of this clause, misconduct includes:

- a. a contravention of a binding code of conduct or a provision of any statute or regulation that applies to the employee in the employee's employment
- b. improper conduct in an official capacity
- c. a contravention, without reasonable excuse, of a lawful direction given to the employee as an employee by a person authorised to give that direction
- d. an employee making improper use of their position for personal gain, or
- e. an employee making improper use of information acquired by them by virtue of their position to gain personally, or for anyone else, financial or other benefits or to cause detriment to Ahpra.

## 25.4 Matters under clause 26

Any matters that have arisen under the management of unsatisfactory work performance process in clause 26 may be considered in the misconduct process pursuant to this clause.

## 25.5 Employee representation

An employee is entitled to be represented by a person of their choice (including a union representative) at any stage of the misconduct process.

## 25.6 Procedural fairness to apply

- a. The process for managing employee misconduct will be consistent with the principles of procedural fairness.
- b. All parties involved in the misconduct process will commit to completing the process as quickly as practicable.
- c. The employer will:
  - i. advise the employee of the purpose of any meetings
  - ii. provide the employee with a copy of the formal process to be followed
  - iii. provide a reasonable opportunity for the employee to seek advice from the union or a representative of their choice at any stage of the misconduct process, and
  - iv. allow the employee the opportunity to provide details of any mitigating circumstances.
- d. The employer must take into account any reasonable explanation of any failure by the employee to participate before making a decision under this clause.

## 25.7 Directions

- a. Where employee misconduct is alleged, the employer may do any of the following:
  - i. make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required in accordance with clause 25.10
  - ii. determine that it is appropriate to immediately commence an investigation of the alleged misconduct in accordance with clause 25.10
  - iii. direct the employee to proceed immediately to perform alternative duties or work at an alternative place of work

- iv. direct the employee not to speak to other employees of the employer about the matter or not to visit certain places of work, and/or
- v. suspend the employee with pay.
- b. In the event that the employer suspends the employee with pay under clause 25.7(a)(v), the employer will:
  - i. review this decision no later than a date which is four weeks after the commencement of the suspension, and
  - ii. confirm whether the suspension is to continue or is no longer necessary.
- c. The employer will continue to review any decision regarding an employee's suspension every four weeks thereafter, until the end of the misconduct process in accordance with this clause.

#### 25.8 Advising the employee

- a. As soon as practicable after an allegation of misconduct has been made and the employer has determined in accordance with clause 25.7(a)(i) or clause 25.7(a)(ii) that an investigation is required, the employer will advise the employee of the alleged misconduct in writing.
- b. The written advice will contain the allegation/s of misconduct made about the employee. Relevant information will only be withheld where it is necessary to withhold that information in order to protect the personal privacy of any other person consistent with Federal, Territory or State legislation.

#### 25.9 Admissions by employee

- a. The employee may at any stage elect to admit the alleged misconduct.
- b. If the employee admits the alleged misconduct, the employer may:
  - i. determine that further investigation is required (for example to investigate partial admissions, mitigating circumstances or other relevant issues), or
  - ii. may proceed immediately to the determination of the misconduct clause 25.12 by advising the employee of the proposed discipline outcome and giving the employee a reasonable opportunity to respond to the findings in accordance with clause 25.11.

#### 25.10 Investigation of alleged misconduct

- a. Where an investigation is required, the employer will appoint a person to conduct an investigation into the alleged misconduct. Where appropriate, the investigation may be conducted by the employee's immediate manager. The appointed person must not have any prior personal involvement in the matter.
- b. The employer will provide the employee with an opportunity to speak to the investigator if the employee wishes to do so.
- c. The investigation may include:
  - i. collecting any relevant materials
  - ii. speaking with the employee
  - iii. speaking with any relevant witnesses
  - iv. providing the employee with specific particulars to allow the employee to properly respond to the alleged misconduct
  - v. seeking an explanation from the employee, and
  - vi. investigating any explanation made by the employee for the purposes of verifying the explanation so far as possible.
- d. in relation to each allegation of misconduct, the investigator will make findings as to whether:
  - i. the allegation is substantiated, or
  - ii. the allegation is not substantiated.
- e. Where the investigator makes a finding that an allegation is not substantiated, which is accepted by the employer, the misconduct process will conclude in relation to any such allegation and the employee will be informed accordingly.
- f. Where the investigator makes a finding that the allegation is substantiated, the employer will consider this information and propose a discipline outcome.

#### 25.11 Opportunity for response by employee

- a. As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the employee will be provided with the findings of the investigator and the proposed discipline outcome. The employee will be provided with sufficient information to allow them a reasonable basis to respond.
- b. The employee will be given a reasonable time to respond to the findings or the material and the recommended discipline outcome. Any response must be provided within the above reasonable time.

#### 25.12 Determination of discipline outcome

- a. The employer will consider:
  - i. the findings of the investigator
  - ii. any recommendations as to the appropriate disciplinary outcome
  - iii. any response of the employee (including any admission of misconduct under clause 25.9), and
  - iv. any prior disciplinary outcomes, and then determine the discipline outcome that is to apply to the employee. The discipline outcome must not be disproportionate to the seriousness of the matter.
- b. The possible discipline outcomes are:
  - i. no action
  - ii. performance management
  - iii. formal counselling
  - iv. formal warning
  - v. final warning
  - vi. assignment of the employee with or without their agreement to a role at a classification level or lower than the employee's current classification level:
  - vii. where no suitable positions are available at the employee's existing work location, the disciplinary outcome may also include a transfer of the employee with or without their agreement to a different work location, or
  - viii. termination of employment.
- c. The employer will advise the employee of the discipline outcome in writing and a copy will be placed on the employee's personnel file.

#### 25.13 Informing employee who raised allegation of misconduct

If a process was conducted in accordance with this clause because of an allegation of misconduct by another employee, the employer must advise that employee that the allegation has been dealt with in accordance with this clause and may provide the employee with other information as is reasonably practicable.

#### 25.14 Disputes

Any dispute arising under this clause may only be dealt with in accordance with clause 13 (Dispute Resolution) when any of the following are placed on the employee's personnel file in accordance with this clause (this may include whether clause 25.6 has been complied with in the employer coming to a decision):

- a. a record of formal counselling
- b. a formal written warning
- c. a final written warning, or
- d. a record of discipline outcome.

#### 25.15 Potential criminal conduct

- a. Where alleged misconduct that is the subject of a process in accordance with this clause is also the subject of a criminal investigation or criminal proceedings, the employer is not required to delay or cease the management of misconduct process under this clause, but the employer may exercise its discretion to do so.

### 26. Unsatisfactory work performance

- 26.1 An employee is entitled to be represented by a union representative at any stage of the unsatisfactory work performance management process.

26.2 Where the employer has made reasonable informal attempts to address an employee's unsatisfactory work performance and where informal attempts to address an employee's unsatisfactory work performance have been unsuccessful, the employer may proceed to manage the employee's unsatisfactory work performance in accordance with this procedure including, but not limited to, all or some of the following measures:

- a. increased supervision
- b. mentoring
- c. training and professional development
- d. increased feedback, and
- e. coaching

Informal attempts to address an employee's unsatisfactory work performance means addressing issues through regular supervision, guidance and support.

26.3 The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness and natural justice. Before commencing the formal unsatisfactory work performance processes, the employer must:

- a. tell the employee the purpose of any meeting with reasonable notice
- b. provide the employee with a copy of the formal underperformance process to be followed
- c. provide a reasonable opportunity for the employee to seek advice and representation from the union before the procedure commences, and
- d. allow the employee the opportunity to provide details of any mitigating circumstances.

26.4 First stage – formal counselling

The first formal stage of management of unsatisfactory work performance is formal counselling of the employee. The employer must:

- a. advise the employee of the unsatisfactory work performance
- b. outline the standard required of the employee
- c. provide the employee with an opportunity to respond, either verbally or in writing, and
- d. provide the employee all support and assistance necessary to assist the employee to attain and maintain a satisfactory standard of performance.

Once the employee has had an opportunity to respond to the issues raised in the counselling session, the employee will be given a reasonable period of time to improve. The employee will be advised of any consequences of not improving their performance within a reasonable period and of engaging in any further unsatisfactory work performance.

26.5 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 26.4, and/or
- b. the employee engages in further unsatisfactory work performance.

The employer must:

- c. advise the employee of the unsatisfactory work performance
- d. outline the standard required of the employee
- e. provide the employee with an opportunity to respond, and
- f. provide the employee all support and assistance necessary to assist the employee to attain and maintain a satisfactory standard of performance.

The formal written warning must indicate:

- g. the standard expected of the employee
- h. where and how the employee is not meeting this standard, and
- i. the consequences of failure to improve their performance.

26.6 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 26.5, and/or
- b. the employee engages in further unsatisfactory work performance.

The employer must:

- c. advise the employee of the unsatisfactory work performance
- d. outline the standard required of the employee
- e. provide the employee with an opportunity to respond, and
- f. provide the employee all support and assistance necessary to assist the employee to attain and maintain a satisfactory standard of performance.

The final written warning must indicate:

- g. the standard expected of the employee
- h. where and how the employee is not meeting this standard, and
- i. the consequences if the employee fails to improve their performance including that if there is a repetition or continuation of any unsatisfactory work performance, the employee's performance will be dealt with in accordance with clause 63 and the evidence from the unsatisfactory work performance stream may be used to determine the outcome.

26.7 In determining any outcome under this clause, the employer must:

- a. consider organisational or personal factors that play a role in the employee's underperformance and rely on alternatives to the underperformance process to address the problem, and
- b. the employer must have a reasonable expectation that the employee is capable of meeting the required level of performance. Where the employer and employee agree that the employee is not capable of meeting the required level of performance the employer may transfer the employee to a suitable alternative position where reasonably practicable.

26.8 All written warnings for unsatisfactory work performance will be placed on the employee's personnel file for a period not exceeding twelve (12) months unless otherwise required to be kept by law.

## Part 6 – Hours, salary and related matters

### 27. Hours of work

- 27.1 The ordinary hours for a full-time employee are as set out in Appendix 6 of this Agreement.
- 27.2 Ordinary weekly hours may be averaged over a period of a fortnight.
- 27.3 The bandwidth of hours in which an employee may work their ordinary hours is 7.00am to 7.00pm, Monday to Friday. However, by written agreement with their manager, an employee can have their ordinary hours start between 6.00am and 7.00am Monday to Friday.
- 27.4 The business hours of Ahpra are 9.00am – 5.00pm Monday to Friday (or as otherwise agreed). The parties recognise that Ahpra offices need to be appropriately staffed during these hours.
- 27.5 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.
- 27.6 A maximum of ten (10) hours may be worked in any one day between the times specified in clause 27.3.

### 28. Flexitime

- 28.1 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.
- 28.2 An employee, following consultation and agreement in writing with their manager, may accumulate flexible hours in excess of a normal working week and subsequently take agreed time off from the accrued flexitime credit.
- 28.3 With prior approval from a manager, 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.
- 28.4 The flexitime scheme allows employees to accrue flexitime credits or debits within the bandwidth hours, specified in clause 27.4 of this Agreement, up to a maximum of five (5) days.
- 28.5 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.
- 28.6 Where an employee does not comply with the provisions of flexitime outlined in clause 28 of this Agreement the employee's hours of work will revert to the applicable standard day contained in Appendix 6.
- 28.7 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.
- 28.8 All employees covered by this Agreement are required to record their working hours.
- 28.9 Upon termination, where an employee has flexible hours that have accrued, but not yet taken, these will be paid out.
- 28.10 Where a local arrangement is in place that is not inconsistent with the abovementioned clause that arrangement will continue.

### 29. Requests for flexible working arrangements

- 29.1 An employee may request in writing to Ahpra for a change in working arrangements.



- 29.2 The employee's written request is to include details and reasons for the change.
- 29.3 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. Ahpra may ask for a variation of the request.
- 29.4 If the request is refused the employee may dispute the decision in accordance with clause 13 of this Agreement.

### **30. Salary rates**

- 30.1 The annual salaries in this Agreement will increase over the life of this Agreement by 3% from the first full pay period commencing on or after 1 July 2022, by a further 3% on 1 July 2023 and by a further 2.5% on 1 July 2024. The salaries that apply to each classification under the Agreement following the above increases are set out Appendix 1.a.
- 30.2 In addition to the salary increases outlined above, eligible employees may also be eligible to receive the following lump sum payments if they continue to be employed by Ahpra at the time the payments become payable:
- a) a \$1,000 lump sum payment on the date the Enterprise Agreement is approved by the employee ballot;
  - b) a \$500 lump sum payment to be paid with the July 2023 pay increase.
  - c) a \$500 lump sum payment to be paid with the July 2024 pay increase

### **31. Classification of employees and salary advancement**

- 31.1 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.
- 31.2 An annual review will be undertaken by the employer for all full-time and part-time employees in order to assess the employee's progression within the classification. The annual review will be conducted in accordance with the Ahpra performance planning and review system principles outlined in Appendix 4 of this Agreement. In implementing these principles, Ahpra may be guided by supporting policies. For the avoidance of doubt, these policies are not incorporated into and do not form part of this Agreement.
- 31.3 An employee (other than an employee who is paid at the highest increment applicable to their classification level) will be eligible for progression if the employee has achieved competency and satisfactory performance and:
- a. the employee has acquired and satisfactorily used new or enhanced skills if required by Ahpra
  - b. demonstrated competency and achieved the established performance objectives as determined by Ahpra to a satisfactory level, and
  - c. has been employed in the position being reviewed for a period of six months or more.
- 31.4 Employees who are already paid above the pay point banding of their classification level will not be eligible for progression but will be eligible for the annual salary increase.
- 31.5 An employee will not be eligible for progression if they do not meet the criteria set out in clause 31.3 or have been issued with a disciplinary outcome in relation to misconduct underperformance or any other matter. A decision to withhold progression to the next pay point must be authorised by the relevant Manager. If progression is withheld or deferred, the employee will be notified in writing of the reasons and given an opportunity to respond.

### **32. Training and professional development**

- 32.1 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 or 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.
- 32.2 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 Sunday for pre-examination study.
- 32.3 Paid absences granted in relation to attendance at examinations must not exceed six clear working days per year.

### **33. Payment of salary**

- 33.1 Salary will be paid in fortnightly instalments in advance by electronic funds transfer unless otherwise agreed between Ahpra and the employee. Salary payments for each fortnight will be made to employees on the last Thursday of the pay period.
- 33.2 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. The employee will take all necessary steps to ensure the timely return of any Ahpra property in their possession or under their control, including laptop, monitor, mobile phone, building security pass and any other Ahpra property they have been provided during the course of their employment. Ahpra will cover any reasonable expenses associated with the return of Ahpra property.
- 33.3 Ahpra may deduct from amounts due to an employee such amounts as are authorised in writing by the employee.
- 33.4 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.
- 33.5 If an underpayment represents a significant amount of the employee's fortnightly wage, Ahpra 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.
- 33.6 Where Ahpra discovers an employee has been overpaid, it will initiate discussions with the employee as soon as possible to confirm the overpayment details.
- 33.7 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 13 Dispute resolution.

### **33a. Recovery of overpayments**

- 33a.1 In this clause, 'employee' means a person who is or was employed by Ahpra.
- 33a.2 Without limiting or affecting the right of Ahpra to recover an overpayment by any legal or other process, Ahpra may recover the overpayment from the employee by deduction or deductions from any amount due by Ahpra to that employee.
- 33a.3 In the first instance, any deduction under sub-section (2) from salary or wages due to the employee must be at an amount agreed between the employee and Ahpra. Any agreement must not be unreasonably withheld on behalf of Ahpra.
- 33a.4 Any deduction under sub-section (2) must not exceed one tenth of the salary or wages, before any deductions, whether under this section or otherwise, to which the employee is entitled.

33a.5 An employee may apply in writing to the Executive Director-People and Culture to be relieved from all or any of the liability with respect to the repayment of an overpayment and the Executive Director- People and Culture may at any time in their absolute discretion by writing relieve the employee from all or any of such liability.

#### 34. Superannuation

34.1 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.

34.2 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.

34.3 Ahpra will contribute to the funds for any employee, irrespective of income per month or the age of the employee.

34.4 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 contact the ATO to determine if the employee has any previous superannuation fund to forward their superannuation contributions to. If this is not available for an employee then the default fund for the purposes of this Agreement is Australian Super.

34.5 An employee may make additional voluntary contributions to their 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).

34.6 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
- 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 35 of this Agreement).

34.7 Under this Agreement an employee may choose to sacrifice part of their salary into a complying superannuation fund. Participation in salary packaging will not affect salary for superannuation purposes or any other purpose.

#### 35. Accident make-up pay

35.1 All employees covered by this Agreement will have access to accident make-up pay in accordance with this clause.

35.2 Ahpra must pay an employee accident make-up pay where the employee received 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.

35.3 'Accident make-up pay' means a weekly payment of 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 they had not been in receipt of workers' compensation payments.

- 35.4 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.
- 35.5 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.
- 35.6 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.

### **36. Home-based work**

- 36.1 Home-based work arrangements will be worked in accordance with Ahpra's Flexible working arrangements policy (as amended from time to time).

## Part 7 – Time in lieu, overtime, holidays and breaks

### 37. Time in lieu

- 37.1 Employees who are requested by their managers to perform work outside the bandwidth set out in clause 27.4 of this Agreement (inclusive of weekends and public holidays) or requested to work in excess of the standard ordinary hours on any one-week day (Monday to Friday inclusive) may 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.
- 37.2 Where an eligible employee requests and is approved by Ahpra to work outside the bandwidth, in accordance with clause 27.4 of this Agreement this will be considered as ordinary duty and subject to the flexitime arrangements.
- 37.3 Any request by a manager or an employee in accordance with this clause, must be made and agreed prior to the work being performed in order for time in lieu, flexitime or overtime to be approved.
- 37.4 Where additional duty is worked, time in lieu is calculated at the overtime rate.
- 37.5 Any outstanding time in lieu owed to employees as at June of each year will be paid out to employees at the appropriate overtime rates.

### 38. Overtime

- 38.1 Ahpra may request 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 ten consecutive hours off duty, between the commencement of the next period of duty.
- 38.2 Only authorised overtime shall be paid for and the following rates of overtime shall apply:
- a. An employee who works outside their ordinary hours on any weekday will be paid a rate of time and a half for the first three hours and double time thereafter.
  - b. An employee who works outside their ordinary hours on a Saturday, Sunday or public holiday will be paid a rate of double time.
  - c. An employee who works outside a spread of twelve 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 will be paid 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 their last previous rostered ordinary hours of duty and the commencement of their next succeeding rostered period of duty that they would not have at least 10 consecutive hours off duty between those times, shall be released after completion of such overtime worked until they have had ten 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 ten consecutive hours off duty the employee shall be paid at the rate of double time until they are released from duty for such rest period and the employee shall then be entitled to be absent until they have had ten 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 their 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 pay:

- a. New Year's Day
- b. Good Friday
- c. Easter Saturday
- d. Easter Monday
- e. Christmas Day
- f. Boxing Day
- g. Australia Day
- h. Anzac Day, and
- i. Queen's Birthday.

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 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 in a State, Territory or locality, public holidays are declared, prescribed or substituted on other days those days will constitute additional holidays for the purpose of this Agreement in that State, Territory or locality.

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. If the employee works on a public holiday, they will be paid double time unless there is agreement under Clause 39.5 for public holiday substitution

- 39.5 a. By mutual agreement an employee and their manager may agree that the employee can work on a public holiday and at the time of reaching this agreement the manager and employee must also agree on the public holiday substitution day and/or date. Upon such agreement public holiday penalty rates will not be paid for work performed on the public holiday.
- b. Agreement will not be unreasonably withheld if the employee wishes to exercise the request for substitution for cultural or religious reasons. All other requests will be considered on the basis of employee and operational requirements.

#### 40. Meal breaks and rest breaks

40.1 An employee is entitled to a meal break of not less than 30 minutes after five (5) 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 (4) hour period worked by an employee greater than one (1) 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 has been acting in a higher classification continuously for three months or more and in receipt of this allowance and takes annual leave, that leave will be paid at the higher rate, provided the substantive position holder remains unavailable to fill the position.

### 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 1c.
- 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 (4) 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 their own vehicle. This clause includes where applicable, the employee's travel between their own home and place or work.
- 43.2 An employee, required to use their private motor vehicle in the course of their employment, will be reimbursed for the kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the employee's employment and authorised by Ahpra.
- 43.3 The employee must obtain the prior approval of Ahpra before using their private motor vehicle during the course of their employment.
- 43.4 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.
- 43.5 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 evidence of expenses incurred, as promulgated by the ATO.
- 44.4 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 their own vehicle. This clause includes, where applicable, the employee's travel between their home and place of work.

#### 45. Reimbursement of expenses

##### 45.1 General provisions:

- a. Ahpra will reimburse the employee their reasonable out of pocket expenses actually and necessarily incurred in the course of their authorised duties, subject to employees supplying appropriate evidence to Ahpra of the expense.
- 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 using private vehicles.

##### 45.3 Private mobile and home phone use:

- a. An employee, required to use their 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. Any private mobile or home phone usage must not be excessive.
- c. Following use, the employee must submit an itemised statement of the calls made and the related cost.

##### 45.4 Expense claims:

- a. An employee must submit official receipts as soon as practical after the event as evidence of the expenditure incurred. However, where the employee used their own motor vehicle for work purposes, the employee must instead submit a declaration in accordance with clause 43.4.
- 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 their usual place or places of work will have any period of additional traveling 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 their 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 their 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 1c.
- b. Ahpra must reimburse any additional costs incurred by the employee in obtaining and maintaining the first aid qualification.

#### 46.3 Emergency warden allowance (formerly Fire warden allowance)

Where an employee, in addition to their normal duties, agrees to be appointed by Ahpra to perform emergency warden duties, the employee will be paid a fortnightly allowance as set out in Appendix 1c.

#### 46.4 Language allowance:

- a. Where an employee, in addition to their 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
  - ii. Ahpra will pay the cost of the NAATI pre-testing workshop.
- b. 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.
- c. Ahpra will assess the employee's application to determine whether Ahpra still requires the employee to perform interpreting duties.

#### 46.5 Influenza and other vaccinations:

Ahpra will allow an employee up to four hours of paid time for the purpose of the employee obtaining an annual influenza vaccination and/or any required COVID vaccinations. Other vaccinations may also be approved by Ahpra for such paid time to be granted. Reasonable costs of vaccines can be claimed by the employee and will be reimbursed by Ahpra upon the production of appropriate receipt(s) in accordance with Ahpra processes for reimbursement.

### 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 court and/or tribunal for 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 court and/or tribunal.
- 48.2 Where legal proceedings are initiated against an employee as a direct consequence of the employee legitimately and properly performing their 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 their 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 (unless the employee is employed by Ahpra in the Northern Territory, in which case the employee is entitled to six weeks paid annual leave for each 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 rate leave on termination of employment, except where the employment has been terminated on the grounds of serious or wilful misconduct.
- 49.4 This clause contains provisions additional to the National Employee Standards about taking paid annual leave, to deal with excessive paid annual leave accruals. A dispute in relation to the operation of this clause may be dealt with in accordance with the dispute resolution clause of this Agreement.
- 49.5 Before Ahpra can direct that leave be taken under this clause or an employee can give notice of leave to be granted under this clause, Ahpra or the employee must seek to confer and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.
- 49.6 Ahpra may direct that leave be taken if an employee has at least eight (8) weeks annual leave accrued (unless the employee is employed by Ahpra in the Northern Territory, in which case Ahpra may direct that leave be taken in an employee has at least twelve (12) weeks annual leave accrued).
- 49.7 If agreement is not reached to reduce this accrual, Ahpra may give a written direction to the employee to take a period or periods of paid annual leave. Such a direction must not:
- a. result in the employee's remaining accrues entitlement to paid annual leave at any time being less than six (6) weeks (taking into account all other paid annual leave that has been agreed that the employee has been directed to take or that the employee has given notice of under this clause)
  - b. require the employee to take any period of leave of less than one (1) week
  - c. require the employee to take any period of leave commencing less than eight (8) weeks after the day the direction is given to the employee
  - d. require the employee to take any period of leave commencing more than twelve (12) months after the day the direction is given to the employee, or
  - e. be inconsistent with any leave arrangement agreed between Ahpra and the employee.
- 49.8 An employee to whom a direction has been given under this clause may make a request to take paid annual leave as if the direction had not been given.
- 49.9 Ahpra must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- 49.10 If leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrues entitlement to paid annual leave at any time being less than six (6) weeks, the direction will be deemed to have been withdrawn.
- 49.11 The employee must take paid annual leave in accordance with a direction complying with this clause.
- 49.12 Payment must not be made or accepted in lieu of annual leave unless it complied 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 a separate agreement in writing between Ahpra 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.
- 49.13 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.
- 49.14 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.
- 49.15 If an employee becomes sick or is required to take carer's leave while on annual leave on a day they would otherwise have worked, and the employee forwards a certificate of a qualified medical practitioner or other relevant practitioner to Ahpra as soon as is practicable, then the number of days specified in the certificate will be deducted from any personal leave entitlements the employee has accrued (see clause 53.2 of this Agreement), and re-credited to the employee's annual leave entitlement. Any annual leave loading paid in accordance with clause 49.3 of this Agreement in respect of annual leave converted to personal leave in accordance with this clause will not be re-credited.
- 49.16 An employee and Ahpra may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.
- 49.17 Ahpra may agree with an employee to take annual leave in advance of the entitlement accruing, subject to the following:
- a. The employee has worked with Ahpra for a period of at least 12 months
  - b. The employee agrees in writing with Ahpra that if the employment ceases for any reason prior to the employee accruing the equivalent amount of leave advanced, then the employee agrees that Ahpra can deduct the amount owing from the employee's final pay, and
  - c. the amount of leave advanced to the employee is no more than ten (10) days of annual leave.
- 49.18 If an employee's employment ceases prior to the employee taking their accrued annual leave entitlement, Ahpra must pay to the employee what would have been payable had the employee taken that period of leave.

## **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 ten (10) 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:

<b>% of salary to be received</b>	<b>Additional purchased leave</b>	<b>Total leave per annum *</b>
42/52 weeks	Additional 10 weeks leave	14 weeks in total
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

\*Note: This is based on 4 weeks annual leave entitlement. Employees who are employed by Ahpra in the NT will continue to receive an additional 2 weeks of base annual leave per annum.

50.7 If the employee accrues additional leave in accordance with this provision but their employment with Ahpra ceases before they have taken the purchased entitlement, then Ahpra will pay the employee an amount equivalent to the accrued entitlement to the employee on termination of employment.

50.8 No leave loading will apply to purchased leave.

50.9 Where the employee's employment is to end and there are outstanding deductions for purchased leave, any outstanding amount is a debt due and payable to Ahpra and the employee will authorise Ahpra in writing to deduct the amount of this debt from any amount payable to the employee on termination.

## 51. Natural disaster leave

51.1 In the case of an employee who is prevented from travelling from their usual place of residence to attend duty and satisfies the employer that conditions related to natural disaster precluded any such attendance, special leave of absence up to three (3) days per annum may be granted on full pay not chargeable to any leave account.

51.2 In the case of employees who by reason of floods, cyclonic disturbances, bushfires or earthquakes are required to return home before the usual ceasing time to ensure:

- a. their own safety
- b. the protection of their family or property, and/or
- c. availability of transport facilities which may later be disrupted or discontinued because of weather conditions, a leave of absence for the remainder of such day to be granted on full pay.

51.3 the maximum natural disaster leave which will be granted in any year on full pay will be three (3) days.

## 52. National security lockdown leave

52.1 In the case of an employee who is prevented from travelling from their usual place of residence to attend duty and satisfied Ahpra that conditions relating to national security lockdown precluded any such attendance, special leave of absence up to three (3) days per annum may be granted on full pay not chargeable.

52.2 In the case of employees who by reason of a natural security lockdown are required to return home before the usual ceasing time to ensure:

- a. their own safety
- b. the protection of their family or property, and/or
- c. availability of transport facilities which may later be disrupted or discontinued because of the lockdown, a leave of absence for the remainder of such day to be granted on full pay.

52.3 the maximum national security lockdown leave which will be granted in any year on full pay will be three (3) days.

## 53. Personal leave

53.1 An employee is entitled to take personal leave where the employee:

- a. is ill or injured
- 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, or
- c. is required to attend an appointment with a registered health practitioner for either themselves or a person for whom they are providing care or support in accordance with clause 53.1(b) above.

53.2 An employee is entitled to 18 days of paid personal leave per year. Untaken personal leave accumulates from year to year.

53.3 Existing employee's annual personal leave entitlements will be credited to an employee's leave balance in advance on the anniversary of the employee's commencement. However, new employees from the date of this agreement is approved by the Fair Work Commission will have their personal leave accrue progressively throughout each year.

53.4 Taking personal leave in case of illness or injury.

- a. If an employee becomes sick and unfit for duty, they are 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 other than as provided for in clause 53.11.

53.5 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 require care due to an unexpected emergency. The entitlements of casual employees are set out in clause 21.3.

53.6 If an employee exhausts all accrued personal leave, Ahpra may allow an employee to use all or part of their annual leave entitlements.

- a. 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 other than as provided for in clause 53.11.
  - 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.
- b. 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.
- 53.7 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.
- 53.8 Personal leave may be taken in periods of half days.
- 53.9 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.
- 53.10 Where an employee's balance of personal leave is exhausted but more personal leave is required, an employee may apply to their manager for additional unpaid personal leave.
- 53.11 Where an employee is required to attend an appointment with a registered health practitioner in accordance with clauses 53.1(c) and 53.4, they are encouraged to attend appointments at times that minimise disruption to the workplace.
- 53.12 Single days up to a maximum of five days in total in any one calendar year may be taken without the production of a medical certificate or statutory declaration for personal leave relating to injury, illness or caring responsibilities.

#### **54. Compassionate leave**

- 54.1 This clause has no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 54.2 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 their life
  - b. sustains a personal injury that poses a serious threat to their life
  - c. dies
  - d. has a baby in their immediate family or household who is stillborn
  - e. they have a miscarriage, or
  - f. their current spouse or de facto partner has a miscarriage.
- 54.3 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.
- 54.4 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.
- 54.5 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.
- 54.6 If requested, the employee will provide evidence of the relevant illness, injury or death to their manager

#### **55. Blood donor's leave**



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

## 56. Parental leave

56.1 An employee is entitled to parental leave in accordance with the National Employment Standards and the *Paid Parental Leave Act 2010 (Cth)* (or equivalent Commonwealth legislation).

56.2 After 12 months' continuous service, an employee (excluding a casual employee) is entitled to paid parental leave in relation to the birth, adoption, permanent fostering, surrogacy and single parenting of a child under their care and responsibility, as follows:

- a. An employee will be entitled to 20 weeks' salary upon commencement of maternity leave effective from the 1 July 2022.
- b. An employee who is the primary care giver will be entitled to 20 weeks' salary upon commencement of adoption, permanent fostering, surrogacy and single parenting leave effective from the 1 July 2022.
- c. An employee, who is not the primary carer, will be entitled to five (5) weeks salary from 1 July 2022 on commencement of supporting partner leave in any of the circumstances described in Clause 56.2

56.3 Such paid parental leave will apply in relation to each birth, adoption, permanent fostering, surrogacy and single parenting 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.

56.4 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, adoption, permanent fostering, surrogacy and single parenting.
- b. At half pay for double the number of the entitled weeks.
- c. Employees may also request their annual leave and long service leave entitlements to be taken at half pay while on parental leave

56.5 For birth-related parental leave, the leave shall commence no earlier than nine weeks prior to the expected date of birth and no later than the actual date of birth. For parental leave for members of an employee couple who each intend to take leave and where the parental leave is not birth-related, the parental leave must start immediately after the other employee's parental leave ends.

56.6 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 present work, Ahpra must transfer the employee to a safe job at the same rate and conditions attached to the employee's previous job until the commencement of maternity leave.

56.7 Right to request:

An Employee entitled to parental leave may request of Ahpra:

- a. unpaid partner 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.

56.8 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.

The eligible employee 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, and primary carer leave will also apply.

56.9 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.

56.10 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 employee's lactation needs.

## 57. Long service leave

57.1 An employee is entitled to long service leave of 9.1 weeks after seven years of continuous service and 1.3 weeks per year of service thereafter. A Western Australian based employee who commenced employment with Ahpra before the date on which this Enterprise Agreement is approved by the FWC is entitled to long service leave of 13 weeks after seven years of continuous service and an additional 13 weeks for each seven years of continuous service thereafter.

57.2 With the agreement of Ahpra, long service leave may be taken in single days.

57.3 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 where permitted by state and territory legislation.

57.4 An employee may request in writing for payment in lieu of long service leave where allowed by the applicable state or territory legislation.

57.5 Where any provision of the applicable state or territory long service leave legislation is more favourable than the above those provisions of the legislation shall apply.

57.6 An employee's service, for the purposes of calculating their entitlement to long service leave, is taken to be continuous notwithstanding any period during which an employee is on unpaid parental leave, providing that such a period of unpaid parental leave does not exceed 52 weeks.

## 58. Jury Service

58.1 An employee required to attend for jury service, including attendance for jury selection during their ordinary working hours is entitled to leave with pay for the period during which their attendance at court is required, subject to the production of satisfactory evidence of such attendance.

- 58.2 The employee must notify Ahpra as soon as possible of the date on which they are 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.
- 58.3 Any compensation paid to the employee 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.
- 58.4 Jury service counts as service.

#### **59. Emergency service leave**

- 59.1 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 firefighting 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 are actually required by the voluntary organisation or other recognised authority concerned.
- 59.2 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.
- 59.3 An employee granted leave in accordance with clauses 59.1 or 59.2 is entitled to a further one day's leave on full salary on the completion of the service for recovery purposes.

#### **60. Ceremonial and cultural leave**

- 60.1 Employees who are legitimately required by Indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes, or to celebrate cultural or religious days of observance not catered for in existing work arrangements, will be entitled to up to five (5) days of paid ceremonial and cultural leave per year.
- a. This includes for the purposes of participating in NAIDOC week or for other legitimate purposes (including where a person who is related to the employee (according to Aboriginal or Torres Strait Islander kinship) has died, sustains an injury that poses a serious threat to life or contracts or develops a personal illness which is a serious threat to life.
- 60.2 Ceremonial and cultural leave must be approved by the employee's manager.
- 60.3 For clarity, an entitlement under this clause 60 can only be granted if the employee does not have an entitlement to take paid leave under Clause 54 (Compassionate leave)

#### **61. Community service leave**

- 61.1 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 their 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.

#### **62. Domestic/Relationship violence**

- 62.1 Entitlement to paid leave

An employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

- a. The leave is available in full at the start of each 12-month period of the employee's employment
- b. The leave does not accumulate from year to year, and
- c. is available in full to part-time and casual employees.

Note:

- i. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and employer.

#### 62.2 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- a. is experiencing family and domestic violence, and
- b. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.
- c. the reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

#### 62.3 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

#### 62.4 Notice and evidence requirements

##### a. Notice

An employee must give their employer notice of taking leave by the employee under clause 62. The notice:

- i. must be given to the employer as soon as practicable (which may be a time after the leave has started), and
- ii. must advise the employer of the period, or expected period, of the leave.

##### b. Evidence

An employee who has given their employer notice of the taking of leave under clause 62.2 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 62.2.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

#### 62.5 Confidentiality

- a. Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 62.4 is treated confidentially, as far as it is reasonably practicable to do so.
- b. Nothing in clause 62 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

#### 62.6 Compliance

An employee is not entitled to take leave under clause 62 unless the employee complies with clause 62.

#### 62.7 Eligibility for domestic/relationship leave

See definitions clause 3.7.

## Part 10 – Termination of employment

### 63. Notice of termination by Ahpra

- 63.1 Ahpra must give an employee four weeks' written notice in order to terminate the employee's employment other than an employee on probation where the notice period will be 1 weeks' written notice.
- 63.2 In addition to the notice required under clause 63.1, 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.
- 63.3 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.
- 63.4 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. The total must be calculated on the basis of:
- the employee's ordinary hours of work (even if not standard hours)
  - the amounts ordinarily payable to the employee in respect of these hours, including (for example) allowances, loading and penalties, and
  - any other amounts payable under the employee's contract of employment.
- 63.5 The period of notice in this clause does not apply:
- in the case of dismissal for serious misconduct, and
  - to casual employees.

### 64. Notice of termination by an employee

- 64.1 The notice of termination required to be given by an employee is as per the table below unless a lesser amount is agreed.

<b>Length of employee's continuous service at the end of the day upon which notice is given</b>	<b>Notice required</b>
Not more than one year	One week
More than one year but not more than three years	Two weeks
More than three years	Four weeks

## Part 11 – Redeployment and redundancy

### 65. Redeployment and redundancy

- 65.1 This part applies only in circumstances where a position is declared in excess to operational requirements and may lead to a position becoming redundant.
- 65.2 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.
- 65.3 For the purposes of this Part, a position will be deemed to be in excess to operational requirements when the position is 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 roles 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.
- 65.4 Redundancies will only be implemented as a last resort where the circumstances of clause 65.3 have been satisfied and where other options to reduce the size of Ahpra's workforce have been considered, including:
- a. reducing numbers of employees by natural attrition
  - b. offering part-time employment
  - c. redeployment in the applicable state office
  - d. accessing leave balances
  - e. offering transfer or secondments to employees to Ahpra operations interstate, and
  - f. voluntary departures.
- 65.5 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. to 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.

### 66. Consultation

- 66.1 Ahpra will notify the affected employee(s) in order to consult for a minimum of two (2) weeks and to support the employee during the transition period. A redeployment period of six (6) 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 12, 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.

## 67. **Redeployment**

67.1 The redeployment process will be based on the following principles:

- a. Ahpra will facilitate redeployment by providing employees with the support resources, counselling, 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 lower salary classifications levels and where appropriate, will be provided with salary maintenance in accordance with clause 68
- 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.

## 68. **Transfer to lower duties**

68.1 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 – twelve months' salary.
- b. In the case of an employee with greater than one year of continuous service and less than ten years – six (6) months' salary.
- c. In the case of an employee with less than one (1) year of continuous service – no entitlement.

68.2 Where an employee and Ahpra agree to redeployment to a lower-level position, all existing terms and conditions recognised for preservation purposes (contained in Appendix 5 of this Agreement) will be retained.

## 69. **Redundancy entitlements**

69.1 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.

69.2 Notice:

Following the consultation/redeployment period of eight (8) weeks, the employee shall be entitled to four (4) weeks of notice or five (5) weeks in the case of the employees with at least ten years of continuous service. An additional one (1) week of notice is provided to employees aged 45 years or more.

69.3 Severance

Severance payments based on the period of continuous service are as per the table below:

<b>Length of service</b>	<b>Severance payments</b>
Less than one year	One week
One year and less than two years	Five weeks
Two years and less than three years	Seven weeks
Three years and less than four years	Nine weeks
Four years and less than five years	11 weeks
Five years and less than six years	13 weeks
Six years and less than seven years	15 weeks
Seven years and less than eight years	17 weeks
Eight years and less than nine years	19 weeks
Nine years and less than 10 years	21 weeks
10 years and over	23 weeks

Where no redeployment opportunities have been identified, an employee may elect to access the redundancy payment above and in addition be paid the unused portion of the consultation and redeployment period.

#### **70. Outplacement assistance**

- 70.1 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 and resume preparation, and may occur onsite or offsite. 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.

#### **71. Job search entitlement**

- 71.1 Employees will be entitled to take up to one (1) day of 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.

#### **72. Future employment**

- 72.1 Employees who accept redundancy may be considered for re-deployment with Ahpra. The time limit that applies to re-engaging a redundant employee is subject to the Employment Termination Payment (ETP) rules of the ATO.


#### **73. Individual grievance**

- 73.1 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 People and Culture 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 (5) 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.
- 73.2 If a grievance is not resolved the individual may invoke the dispute resolution procedure in clause 13.



Signatory page

Signed for on behalf of the Ahpra by:


Signature: 

Date.....12 September 2022.....

Name in full...Mark Edwards.....


Position...Executive Director People and Culture

Address...Level 7, 111 Bourke Street, Melbourne, VIC....

Witness.....

Witness name in full... Trina Ng.....

Signed by Employee Bargaining Representative:

Signature: 

Date.....12 September 2022.....

Name in full...Benjamin Leming.....

Position...Bargaining Representative.....

Address...50 Blackall street, Barton, ACT.....

Witness.....

Witness name in full...MARIJKE ZARROUK.....

Signed by Employee Bargaining Representative:

Signature: 

Date...13/09/2022.....

Name in full...NICHOLAS CIUFFETELLI.....

Position...EMPLOYEE BARGAINING REPRESENTATIVE.....

Address...198 ANN ST, BRISBANE CITY, QLD.....

Witness.....

Witness name in full...ZOE FARNELL.....

**Signed by Representative of Community and Public Sector Union:**

Signature: *Karen Batt*  
Date: *21st SEPTEMBER 2022*  
Name in full: *KAREN BATT*  
Position: *FEDERAL SECRETARY*  
Address: *LEVEL 10, 128 EXHIBITION ST. MELB.*  
Witness: *[Signature]*  
Witness name in full: *ANDREW CAPP*

**SIGNED by Representative of Australian Nursing and Midwifery Foundation:**

Signature: *[Signature]*  
Date: *21 September 2022*  
Name in full: *Annie Butler*  
Position: *Federal Secretary*  
Address: *ANMF 1/365 Queen Street, Melbourne, 3000*  
Witness: *K Fitzpatrick*  
Witness name in full: *Kerrie-ann Fitzpatrick*

**SIGNED by Representative of Together ASU:**

Signature: *Alex Scott*  
Date: *26 September 2022*  
Name in full: *Alexander Scott*  
Position: *Branch Secretary*  
Address: *4/43 Peel Street, South Brisbane QLD 4101*  
Witness: *N Hipkin*  
Witness name in full: *Nicole Hipkin*

**Signed by Representative of Australian Medical Association Victoria:**

Signature: 

Date: 21 September 2022

Name in full: Steven Burrell


Position: Chief Executive Officer, Australian Medical Association (Victoria) Limited

Address: 293 Royal Parade, Parkville, Melbourne

Witness: 

Witness name in full: Eva Roden

**Signed by Representative of Australian Salaried Medical Officers Federation Victoria:**

Signature: 

Date: 21 September 2022

Name in full: Grant Forsyth

Position: Chief Executive Officer ASMOF Victoria

Address: 293 Royal Parade, Parkville, Melbourne

Witness: 

Witness name in full: Sue Jackel

## Appendix 1.a – Classification and salary

<b>Grade Step</b>	<b>1/07/2021</b>	<b>3% from first full pay period commencing on or after 1/07/2022</b>	<b>3% from first full pay period commencing on or after 1/07/2023</b>	<b>2.5% from first full pay period commencing on or after 1/07/2024</b>
1.0	\$53,830	\$55,445	\$57,108	\$58,536
1.1	\$55,326	\$56,986	\$58,695	\$60,163
1.2	\$56,823	\$58,528	\$60,284	\$61,791
1.3	\$58,320	\$60,070	\$61,872	\$63,418
1.4	\$59,817	\$61,612	\$63,460	\$65,046
1.5	\$61,313	\$63,152	\$65,047	\$66,673
2.0	\$61,474	\$63,318	\$65,218	\$66,848
2.1	\$63,183	\$65,078	\$67,031	\$68,707
2.2	\$64,892	\$66,839	\$68,844	\$70,565
2.3	\$66,601	\$68,599	\$70,657	\$72,423
2.4	\$68,310	\$70,359	\$72,470	\$74,282
2.5	\$70,018	\$72,119	\$74,282	\$76,139
3.0	\$70,196	\$72,302	\$74,471	\$76,333
3.1	\$72,149	\$74,313	\$76,543	\$78,456
3.2	\$74,099	\$76,322	\$78,612	\$80,577
3.3	\$76,053	\$78,335	\$80,685	\$82,702
3.4	\$78,005	\$80,345	\$82,756	\$84,824
3.5	\$79,956	\$82,355	\$84,825	\$86,946
4.0	\$80,165	\$82,570	\$85,047	\$87,173
4.1	\$82,395	\$84,867	\$87,413	\$89,598
4.2	\$84,624	\$87,163	\$89,778	\$92,022
4.3	\$86,852	\$89,458	\$92,141	\$94,445
4.4	\$89,082	\$91,754	\$94,507	\$96,870
4.5	\$91,311	\$94,050	\$96,872	\$99,294
5.0	\$91,547	\$94,293	\$97,122	\$99,550
5.1	\$94,093	\$96,916	\$99,823	\$102,319
5.2	\$96,639	\$99,538	\$102,524	\$105,087
5.3	\$99,185	\$102,161	\$105,225	\$107,856
5.4	\$101,732	\$104,784	\$107,927	\$110,626
5.5	\$104,277	\$107,405	\$110,627	\$113,393
6.0	\$104,576	\$107,713	\$110,945	\$113,718
6.1	\$107,454	\$110,678	\$113,998	\$116,848
6.2	\$110,330	\$113,640	\$117,049	\$119,975
6.3	\$113,209	\$116,605	\$120,103	\$123,106
6.4	\$116,086	\$119,569	\$123,156	\$126,235
6.5	\$118,966	\$122,535	\$126,211	\$129,366

7.0	\$119,113	\$122,686	\$126,367	\$129,526
7.1	\$122,666	\$126,346	\$130,136	\$133,390
7.2	\$126,217	\$130,004	\$133,904	\$137,251
7.3	\$129,770	\$133,663	\$137,673	\$141,115
7.4	\$133,322	\$137,322	\$141,441	\$144,977
7.5	\$136,874	\$140,980	\$145,210	\$148,840
8.0	\$137,495	\$141,620	\$145,868	\$149,515
8.1	\$141,633	\$145,882	\$150,258	\$154,015
8.2	\$145,773	\$150,146	\$154,651	\$158,517
8.3	\$149,912	\$154,409	\$159,042	\$163,018
8.4	\$154,052	\$158,674	\$163,434	\$167,520
8.5	\$158,190	\$162,936	\$167,824	\$172,019
Applies to employees who are employed or promoted to L9 after the date on which this Enterprise Agreement is approved by the FWC				
9.0				
9.1		\$167,992	\$173,032	\$177,358
9.2		\$173,032	\$178,223	\$182,679
9.3		\$178,223	\$183,570	\$188,159
9.4		\$183,569	\$189,076	\$193,803
9.5		\$189,076	\$194,748	\$199,617
Applies to employees who are paid within the L9 structure prior to the date on which this Enterprise Agreement is approved by the FWC				
9.0	\$159,121	\$163,895	\$168,811	\$173,032
9.1	\$168,874	\$173,940	\$179,158	\$183,637
9.2	\$178,629	\$183,988	\$189,508	\$194,245
9.3	\$188,382	\$194,033	\$199,854	\$204,851
9.4	\$198,136	\$204,080	\$210,202	\$215,458
9.5	\$207,887	\$214,124	\$220,547	\$226,061

To avoid doubt, an employee employed under a comprehensive stand-alone written contract of employment for a maximum term will not fall within any classification contained in Appendix 1.a of the Agreement.

## Appendix 1.b – Work level descriptors

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### Introduction

Work level descriptors provide a clear overview of the types of responsibilities that fall within Ahpra's classification levels contained in Appendix 1.a. They form a classification and benchmarking tool for easily determining which level a role belongs to, depending on scope, responsibilities, experience and qualification requirements of the role.

The adoption of work level descriptors assists in classifying positions more efficiently than full time job evaluation scoring and is an approach that does not exclusively rely on the application of the methodology.

Work level descriptors support the following activities:

- a. job design and classification decisions
- b. development of job descriptions, job documentation and other selection tools
- c. redesign and reclassification of existing and new roles (e.g. where there has been a significant change in the work value of a job)
- d. setting of an employee's salary on engagement and promotion, assignment of duties and movement within Appendix 1.a on the basis of a change in work value or an individual's capabilities
- e. the development of individual learning and development plans
- f. performance management, including the management of underperformance
- g. determination of individual career progression, and
- h. succession planning.

The work level descriptors have been developed to suit Ahpra's particular organisational context and delineate each level in the nine-level classification contained in Appendix 1.a. The work level descriptors provide job examples for each level and are underpinned by the Mercer CED Job Evaluation Methodology.

Ahpra has referenced the work value points for the benchmark roles at each level and attributed work value profiles for each level, to build work level descriptors that are consistent with the Mercer CED Job Evaluation Methodology.

The descriptors reflect the key characteristics and requirements of work that are typical at each level.

Each descriptor incorporates:

- a. a level description
- b. key skills and attributes
- c. primary responsibilities, and
- d. examples of representative jobs at that level.

### Work level descriptors

The following table provides an overview of each level.

<b>Work level</b>	<b>Description</b>
<b>Ahpra Level 1: General support positions</b>	Typically provides basic administrative assistance and general support
<b>Ahpra Level 2: Entry level Officer</b>	Typically, entry level officers, performing secretarial, operational, technical, clerical or administrative tasks and duties
<b>Ahpra Level 3: Officer</b>	Typically, officers or assistants with some experience, performing support or administrative activities
<b>Ahpra Level 4: Senior Officer</b>	Typically, senior officers requiring knowledge and experience in a relevant discipline
<b>Ahpra Level 5: Supervisor/Senior Officer</b>	Typically, entry level supervisors or senior officers performing a range of tasks or providing a range of advice within their disciplines
<b>Ahpra Level 6: Manager</b>	Typically manages a small team within an Ahpra office or are a specialist providing advice in a specific discipline
<b>Ahpra Level 7: Manager</b>	Typically provides specialised advice in a specific discipline or technical area and may lead and manage a team within an Ahpra office
<b>Ahpra Level 8: Senior Manager</b>	Typically, in charge of a major function of Ahpra's core business within a state or territory or national office
<b>Ahpra Level 9: Senior Manager</b>	Typically, in charge of a major complex function of Ahpra's core business

### **Ahpra Level 1 work level descriptor**

#### [Level description](#)

Positions at this level typically provide basic administrative assistance and general support.

#### [Key skills and attributes](#)

- Positions require secondary school education (minimum year 10), and
- Positions require adequate communication skills to communicate with departmental peers to perform daily work routines.

#### [Primary responsibilities](#)

Positions at this level typically provide a defined service with clear direction that is necessary for Ahpra to perform its daily operations and meet client needs.

Positions perform a group of integrated non-repetitive tasks within a single activity.

The tasks performed at this level are governed by established procedures, specific guidelines and standard instructions, and positions are regularly supervised.

Positions work to specific instructions in which a limited number of choices are available and clear rules guide decision making.

Most work situations encountered by positions at this level are recurring.

Limited discretion is required, and positions have specific accountability as to how the service is provided.

Positions at this level may:

- enter data
- maintain records of data input
- process Word documents
- make standard calculations
- operate switchboards, receive and correctly refer calls
- greet visitors and determine the nature of their visits, and/ or
- perform administrative duties such as maintaining conference room booking register and distributing mail.

## **Ahpra Level 2 work level descriptor**

### **Level description**

Positions at this level are typically entry level officers, performing secretarial, operational, technical, clerical or administrative tasks and duties.

### **Key skills and attributes**

- Positions require the knowledge and skills to understand and apply technology, work practices and workflow in the relevant area of Ahpra.
- Positions require general education standards including secondary school education (minimum year 10), and may have vocational training in commercial, technical or secretarial areas, and
- Positions require adequate skills in communication to identify needs and convey factual information, often to contacts outside the immediate work area or to clients. Some positions may require the ability to obtain the cooperation of others to comply with technical commercial and administrative requirements.

### **Primary responsibilities**

Positions at this level typically provide a service that is necessary for Ahpra to perform its daily operations and meet client needs.

Positions execute a group of integrated or related tasks. Some positions perform a narrower range of tasks with common specified objectives.

Tasks are performed in accordance with established procedures and as a result of structured training.

Positions interpret well-established procedures and guidelines which limit the number of alternative courses of action available.

Positions work to standard work procedures or specific instructions and the service they provide may require basic explanation. Positions may be able to vary a number of tasks in the work plan process; however, there is a clear definition of the required outcomes.

Duties are assigned to positions at this level by managers or more senior officers.

Positions at this level may:

- respond to telephone and counter enquiries
- forward or appropriately refer specific enquiries
- process payments of fees and charges
- collect and collate readily retrievable data and draft routine correspondence, and/or
- undertake work processing, data entry, scanning and other administrative and clerical tasks.



## Ahpra Level 3 work level descriptor

### Level description

Positions at this level are typically officers or assistants with some experience, performing support or administrative activities.

### Key skills and attributes

- Positions require the knowledge and skills to understand the methods and operations of the relevant work area.
- Positions at this level acquire knowledge through either an advanced certificate or diploma; secondary education combined with significant work experience and vocational training; or a combination of on-the-job training, work experience and specific skill development programs, and
- positions require the ability to obtain the cooperation of others to comply with technical commercial and administrative requirements.

### Primary responsibilities

Positions at this level typically provide a service that is necessary for Ahpra to perform its daily operations and meet client needs.

Positions at this level perform a group of integrated tasks within a single activity, for which there is typically a common theme, such as Registrations or Notifications.

Positions have a prescribed number of methods, techniques or processes at their disposal to complete the work and are governed by precedent, rules and guidelines which usually determine the most appropriate course of action.

Positions are required to prioritise work and are challenged by the need to meet deadlines in a high-volume work environment.

Positions share accountability with other team members for the service they provide.

Positions may review and improve administrative and monitoring procedures within regulatory guidelines.

Positions at this level may:

- prepare general correspondence
- access applications for registration
- provide administrative support related to financial transactions associated with application fees and registration costs
- prepare schedules of advice for the Boards
- provide efficient customer service
- provide secretariat support such as preparation of agendas and taking of minutes; and or prepare and maintain data, including the Pivotal database, for the Registration Boards.

## Ahpra Level 4 work level descriptor

### Level description

Positions at this level are typically senior officers requiring knowledge and experience in a relevant discipline.

### Key skills and attributes

- Positions require the knowledge and skills to understand the methods and operations of the relevant work area.
- Some positions at this level require several years of experience in addition to an advanced certificate or diploma or equivalent qualification; while others are base professional positions that may require a degree or equivalent qualification, and
- positions require the ability to obtain the cooperation or assistance in the delivery of well-defined activities.

### Primary responsibilities

Positions may either:

- provide advice, where they are one of several equally sound sources of professional advice available, or in areas where defined policy covers most issues. Advice provided by these positions affects the immediate team or work area and the recipient of the advice is typically a client or manager within the same or related area of work, and/or
- provide a service or information that is necessary for Ahpra to perform its daily operations; however, the service is not critical to the organisation as a whole.

Positions at this level require performance on a group of integrated tasks within a defined area of a division, such as Notifications. Some positions are engaged in a more diverse range of tasks.

Positions are regularly required to make some adaptation to techniques or processes that affect the way work is organised or adapt guidelines that affect the way work is performed.

Positions at this level have access to precedents and policy to guide their choice of response, however the range of options is imprecise and occasionally an adaptation of accepted practices and procedures is required. Positions at this level may:

- draft agency responses
- review, develop and maintain reporting and administrative systems, policies and protocols
- identify and implement service improvement
- provide administrative support related to various functions across the organisation, and/or seeking, receiving and assessing information to determine a practitioner or student's compliance with any restrictions on registration.

### Ahpra Level 5 work level descriptor

#### Level description

Positions at this level are generally entry level supervisors or senior officers performing a range of tasks or providing a range of advice within their discipline.

#### Key skills and attributes

- Positions at this level are base level professionals and may require a degree or equivalent and some relevant work experience.
- Positions require proficiency in applying established technical, professional, administrative or commercial disciplines to analyse and interpret business plans, financial practices, or organisational operations, and
- positions require sound communications skills to convince and influence others in the pursuit of specific set objectives.

### Primary responsibilities

Positions may either:

- provide advice and recommendations for which they are individually accountable, but within established policy guidelines and professional standards. Advice provided by positions at this level generally affects the immediate division of a state or territory office, and the recipient of the advice is typically a client or manager within the division, and/or
- provide an important service or information that is necessary to allow Ahpra to perform its daily operations.

Positions are engaged in a diverse range of tasks within an activity or are closely focused on one activity. Some positions may manage the integration of tasks within activities or activities within a function.

Positions are regularly required to make some adaptation to techniques or processes that affect the way work is organised or adapt guidelines that affect the way work is performed.

Positions encounter problems of a recurring nature and problem resolution occurs within established guidelines.

Positions at this level may:

- prepare reports, correspondence and briefing notes on legal and policy issues in relation to the registration, professional standards and notifications including complaints, investigations and disciplinary proceedings which concern health practitioners
- develop and maintain a database of relevant legal and disciplinary decisions and advice
- coordinate cases or matters to ensure correct application processes
- develop, implement and review policies and procedures relating to the area of work
- support the delivery of quality people management practices, and/or
- provide professional advice within existing standards, precedents, legislation or policy.

### **Ahpra Level 6 work level descriptor**

#### **Level description**

Positions at this level typically manage a small team within an Ahpra office or are specialists providing advice in a specific discipline.

#### **Key skills and attributes**

- Positions at this level have acquired professional knowledge from several years of casework, research, investigation or involvement in a range of challenging projects and have received coaching from specialist or senior management staff.
- Positions may be required to have formal education qualifications such as a degree or equivalent, or substantial experience and training combined with an advanced diploma or equivalent, and
- positions require significant communication skills to convince and influence others in the pursuit of specific set objectives.

#### **Primary responsibilities**

Positions provide sound advice and recommendations, for which they are individually accountable, to others who have knowledge of the general discipline.

Positions are focused on one activity, or for professional specialist positions, are focused on a subdiscipline.

Positions may have regular contact with members of the public on sensitive issues requiring tact and diplomacy.

Positions are regularly required to adapt techniques and processes that affect the way work is organised and/or performed.

Positions must frequently resolve problems of a recurrent nature using existing organisational or professional knowledge. Positions at this level may:

- manage a team and provide leadership to that team
- manage the daily operation of a team of professionals
- administer delegated provisions of the National Law
- plan and conduct investigations and inspections of health practitioners
- resolve notifications with health practitioners, insurers and legal representatives
- provide advice and reports including findings and recommendations to the Health Practitioner Boards and committees
- prepare complex and sensitive correspondence, agendas, reports and briefing papers
- conduct preliminary assessments, commission health and performance assessments and manage cases
- establish systems to monitor conditions placed on registrants
- contribute to the design and development of efficient and nationally consistent processes for the management of conduct issues
- maintain up to date knowledge of industry developments and tools
- establish and maintain national or state/ territory systems

- develop strategic payroll and HR policies and procedures in accordance with awards, agreements and legislative requirements
- provide authoritative advice to managers and employees at all levels on a wide range of people management issues
- prepare complex reports and correspondence
- implement national initiatives, and/or
- provide specialist/ professional advice to external clients/stakeholders.

### **Ahpra Level 7 work level descriptor**

#### [Level description](#)

Positions at this level typically provide specialised advice in specific disciplines or technical areas and may lead and manage teams within an Ahpra office.

#### [Key skills and attributes](#)

- Positions at this level have acquired professional knowledge from many years of advanced casework, research, investigation or involvement in a range of challenging projects and have received coaching from specialist or senior managerial staff.
- Positions require postgraduate or second degrees, or equivalent experience.
- Professionals at this level would be regarded as competent and experienced practitioners, and
- positions require the ability to lead and motivate others to cooperate in resolving conflicts and issues.

#### [Primary responsibilities](#)

Positions provide expert advice for which they are individually accountable, however Ahpra may have ready access to such advice from a number of resources on a national basis and there is an established body of knowledge in the area.

Positions operate across the range of a recognised discipline.

Positions incorporate many of the activities that comprise a function in Ahpra and may have significant management responsibilities.

Positions are required to develop or modify operational methods or specific operational policies, practices and standards, but are constrained to a degree by precedent.

Problem resolution is a frequent requirement for positions at this level and necessitates the detailed analysis of alternative courses of action and their implications.

Positions need to address difficulties in the work environment, devise action plans and advance new approaches.

Positions are generally recognised reference points for others in relation to policy, precedent, best practice and resolution of problems.

The position provides leadership in an important area of advice within Ahpra offices and may supervise other advisory positions or specialists.

Positions at this level may:

- manage the corporate functions within a state or territory office
- develop and monitor the budget for an office and provide quarterly and annual financial reports
- develop staffing strategy
- organise in house training, recruitment, performance management processes
- oversee staff delivering purchasing, contract management, record management, facilities management and fleet management
- provide authoritative advice to resolve financial and administrative or People and Culture matters, and or
- provide recommendations for improvement of national systems, processes and procedures.

## Ahpra Level 8 work level descriptor

### Level description

Positions at this level are typically in charge of a major function of Ahpra's core business within a state or territory or national office.

### Key skills and attributes

- Positions require highly specialised professional and managerial capabilities to understand the nature of the enterprise and to position Ahpra to meet major challenges.
- Positions typically depend on advice and guidance from a well-established body of knowledge and precedents exist.
- Positions generally perform a leadership role in control of an important organisational element such as Registrations, Notifications or corporate services, and are responsible for the achievement of results in line with organisational goals, and
- positions require significant communication skills in order to negotiate, resolve conflict and systemic or major issues, lead and motivate others and inspire change.

### Primary responsibilities

Positions provide expert advice on specific organisational issues of a strategic nature; and higher position is available to review advice in detail.

Positions provide leadership in an important area of advice within state or territory offices and may supervise other advisory positions or specialists.

Positions operate in a complex and specialised environment.

Positions are involved in a range of activities that comprise a complete function in Ahpra.

Positions are regularly required to modify established systems or operating plans.

Problem resolution is a regular requirement for positions at this level.

Positions at this level provide expert advice or counsel that is fundamental to Ahpra and for which they are individually accountable, although Ahpra might seek alternative advice or a second opinion on sensitive issues.

Positions at this level may:

- manage the registration of notifications of health professionals in a state or territory office
- manage the delivery of corporate or support functions within a state or territory office
- administer delegated provisions of the National Law
- provide expert advice to the state and territory Boards and National Boards as required; provide oversight and integration of corporate, P&C, Finance and IT services to the state and territory offices in consultation with national office
- assess and manage complex and high-risk cases
- contribute to the design and development of efficient, nationally consistent and integrated registration and notification handling processes
- manage effective communication and relationships with key stakeholders internally and externally
- manage key contracts in the state or territory
- implement national initiatives
- ensure that all nationally agreed operational policies are maintained and adhered to locally
- establish and maintain an organisational culture that emphasises the delivery of high-quality services and continuous quality improvement, and/or
- ensure ongoing implementation and support of Ahpra's regulatory principles at a local level.

## Ahpra Level 9 work level descriptor

### Level descriptor

Positions at this level are typically required to undertake work that is very complex or sensitive and operate under broad direction. They exercise a considerable degree of independence and perform a senior manager role.

### Key skills and attributes

- Provide expertise across a broad range of activities potentially relating to the work of different program areas.
- Provide expert advice on policy, complex problem solving and issues management for internal and external stakeholders.
- Extensive knowledge of and compliance with legislative administrative and financial frameworks, decision-making processes and guidelines and regulations.
- Responsible for the achievements of own and team outcomes or KPIs, monitor progress and report on completion.
- Recommend strategic directions for areas of responsibility and consider wider Ahpra implications when making decisions.
- Consider and effectively manage competing priorities and strategic directions when achieving team planning and project outcomes in line with Ahpra goals and objectives.
- Provide local support and oversight for Ahpra's Transformation Program and provide feedback to the National Team on key issues.
- Provide a significant contribution to innovation and business improvement strategies including the implementation support locally for new processes or systems, and/or
- engage with risk, including the conduct of risk assessment and risk management activities for area of responsibility.

### Primary responsibilities

Undertake work activities with an awareness of their possible impact on strategic, political or operational outcomes for Ahpra.

Attain and maintain an extensive understanding of the role and responsibilities of Ahpra, including and understanding the Ahpra operating environment more broadly.

Work within established legislative and policy frameworks.

Work with a high level of independence, under broad direction, with a concurrent need to resolve issues and deliver quality outcomes.

Decision making which will have a high-level impact on the functional area and the potential to impact more broadly on Ahpra operations and externally.

Decisions made, and advice given is based on professional judgement, evaluating risks and in the context and changing environment.

Work with a focus on research, analysis and judgement to manage complex issues where problem resolution is a frequent requirement.

Engage and collaborate with key stakeholders to identify opportunities, achieve outcomes and facilitate cooperation.

Promote Ahpra's business objectives through key strategic relationships with a range of stakeholders.

Develop and manage a range of stakeholder relationships.

Establish and maintain internal and external networks.

Present Ahpra's position in the context of more complex issues.

Manage stakeholders through change, resolving conflict and managing sensitivities.

Identify new stakeholders considering future needs/direction and a changing environment.

Manage a number of employees performing diverse tasks and manage a larger team where skill sets are similar, and tasks are related.

Ensure quality outputs including that employees maintain a high level of specialist, professional and/or technical expertise.

Coordinate and undertake detailed or sensitive projects that impact on the strategic or operational outcomes of Ahpra.

Develop and implement work plans that provide strategic directions for the work area.

Plan and monitor work processes, direct and coordinate quality assurance practices and set performance indicators outlined in the Performance Reporting Framework.

Build capability in a team environment through coaching others, providing performance feedback, conflict resolution and encouraging career development.

Exercise autonomy and initiative in team management and allocation of resources and managing finances to meet objectives.

Ensure outgoing implementation and support of Ahpra's regulatory principles at a local level.

## Appendix 1.c – Allowances

<b>On-call allowance</b>	<b>Per 12 hours period (or part thereof on a weekday)</b>	<b>Per 12 hours period (or part thereof on a weekend)</b>
<b>From 01/07/2022</b>	\$36.93	\$73.85

<b>Allowance type</b>	<b>From 01/07/2022</b>
<b>First aid allowance</b>	\$36.06
<b>Emergency warden allowance (formerly fire warden allowance)</b>	\$25.49

The above allowances were increased by 8.5% on 1 July 2022 for the life of the agreement.



## 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:

- a. **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.
- b. **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.
- c. **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 (Cth)*, as amended from time to time, or any successor to that scheme.
- d. **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 1989 (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 \$87 per week and that, where a person's assessed capacity is 10%, they shall receive 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:

- a. Ahpra and the union party to the Agreement, in consultation with the employee or, if desired by any of these, or
- b. 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 Commission. 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 the 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:

- a. 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.
- b. During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- c. The minimum amount payable to the employee during the trial period shall be no less than \$81 per week or other amount as required by law.
- d. Work trials should include induction or training as appropriate to the job being trialled.
- e. 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

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### 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, where reasonably possible, be specific, measurable and achievable.

### Length of probation period

Where an employee is appointed on probation, the period of probation will be as per Clause 23.1.

### Assessment

There must be at least one formal probation assessment conducted by the employee's manager or 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 six-month probation period.

### Assessment report to be completed

Once an assessment has been completed, the manager or 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 People and Culture.

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

- a. confirmation of employment, or
- b. termination of employment.

If the assessment is sufficiently negative for the manager or 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 calendar days. Where this occurs, the report must be forwarded to the CEO (or their delegate) for consideration.

The CEO (or their delegate) will then make a decision with respect to the employee's employment.

## Appendix 4 – Performance planning and review system principles

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Progression within the classification structure outlined in Appendix 1.a will be based on the following principles:

- a. Performance review cycle of twelve months.
- b. A performance review at the end of the cycle is what will ultimately determine eligibility for progression.
- c. Progression steps within classification levels are not defined work values.
- d. Progression within the salary structure will not be automatic.
- e. The 'progression criteria' are to be agreed with each employee at the start of the performance cycle or upon the employee's commencement in a role.
- f. Performance goals are to be achievable and agreed between the parties and must be consistent with the work value of their classification level.
- g. Standards for progression are based on:
  - i. meeting performance targets
  - ii. demonstrating values and behaviours, and
  - iii. applying any requirements for learning and development.
- h. Where an opportunity for learning and development is not available, then this should not disadvantage an employee from obtaining progression.
- i. Formal and informal reviews and discussions will take place within the performance cycle.
- j. The performance plan can be altered during the performance cycle by agreement.
- k. Progression will occur when an employee is assessed as 'achieving' the performance criteria as detailed in the employee's performance plan.
- l. An employee will not be eligible for progression if there is a notification of a disciplinary outcome in accordance with clause 25 Management of misconduct or clause 26 Unsatisfactory work performance has been issued in accordance with this Agreement during the performance cycle.

Central to progression is the need for supervisors and managers, in consultation with employees, to determine what should, and can, be delivered to warrant progression through a combination of increasing capability, productivity, performance and professionalism. This interaction between managers and employees gives authority and integrity to the structure and its sustainability in the long term.

## Appendix 5 – Preserved terms and conditions

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### Introduction

The parties to this Agreement recognise that the complexity of terms and conditions being superseded to form this Agreement and the 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 their overall salary and conditions reduced as a result of the making of this Agreement.

Each eligible employee will receive a letter outlining their specific terms and conditions which will be preserved. 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.

### Impact of change of role

Where an employee is successful in applying for a role which is classified at the same level as their existing role, all preserved terms and conditions will be maintained.

Where an employee is successful in applying for a role which is classified at a higher salary level than their current salary, the salary offer for the new role will be determined including consideration of any preserved terms and conditions i.e. their current total remuneration.

Where an employee is successful in applying for a role which is classified at a higher salary level resulting in a total remuneration greater than their existing terms and conditions, all preserved terms and conditions will be reviewed.

### Terms and conditions recognised for preservation purposes

#### Preserved entitlements

##### Victoria

Eligible former Nurses Board of Victoria employees:

- Additional annual and long service leave accruals.

Eligible former Dental Practice Board employees:

- Additional paid maternity leave provisions.

Eligible former Psychology Registration Board employees:

- Additional paid leave provisions.

Eligible former Medical Practitioners Board employees:

- Additional long service leave accruals.

##### Northern Territory

- Additional pregnancy-related and maternity leave provisions.
- Additional long service leave accruals.

##### Australian Capital Territory

- Additional annual leave provisions
- Additional long service leave accruals
- Additional two days in lieu of former office close down. This entitlement extends to all employees employed by Ahpra prior to 16 March 2017.
- Employees employed after that date will not be entitled to this benefit.

## Western Australia

Two days in lieu of the repealed public service holidays.

Early access to pro rata long service leave.

Early access to pro rata long service leave is available at the rate of 9.28 days per completed 12-month period of continuous service, regardless of the length of prior service, for employees within seven years of preservation age under Western Australian Government superannuation arrangements.

Only leave accrued within seven years of the employee's preservation age or post the employee's preservation age can be accessed. This means that any pro rata long service leave accrued prior to this date cannot be accessed under the provisions of this clause once an employee is within the seven-year timeframe [see example below].

Eligible employees can access 9.28 days from their anniversary date of commencing employment, adjusted for any long service leave previously taken. The following examples illustrate how pro rata long service may be accessed by an employee who meets the requirements of this schedule.

- a. If an employee is within seven years of preservation age on 1 March 2012 and the first anniversary date is 14 October 2012 (i.e., they commenced employment on 14 October 2011), 9.28 days may be accessed from 14 October 2012.
- b. If this employee takes two days long service leave during the period 14 October 2011 to 13 October 2012, then from 16 October 2012 the employee can access 16.56 days (7.28 + 9.28 days). The anniversary date has moved out by the two days long service leave taken.

Employees who take pro rata long service and terminate prior to their preservation age are not required to pay back the monetary equivalent of the taken leave.

Employees who terminate for any reason prior to seven years' service will not be entitled to any payment for any unused leave accrual at the date of termination.

Information required concerning preservation age under Western Australia Government superannuation arrangements can be obtained from GESB.

These entitlements extend to all employees employed by Ahpra prior to 27 June 2013. Employees employed after that date will not be entitled to the benefits detailed in this Appendix.

### **Other preserved entitlements for eligible employees:**

- Additional employer superannuation above the required employer 9.5% contribution.

## Queensland

- One day paid concessional leave per year to be taken at a time agreed with the relevant manager.
- Where Ahpra has agreed to an employee becoming a member of the approved Q Super Government Schemes (defined benefits or accumulation) Ahpra will continue to make employer contributions in accordance with the rules of those schemes as amended from time to time.
- Additional employer superannuation above the required employer 9.5% contribution.

## South Australia

Eligible former Nurses Board of South Australia employees:

- Eligible employer superannuation above the required employer 9.5% contribution
- Additional annual leave accruals
- Additional long service leave accruals

Eligible former Medical Board of South Australia employees:

- Additional employer superannuation above the required employer 9.5% contribution
- Additional long service leave accruals

Eligible former Pharmacy Board of South Australia employees:

- Additional employer superannuation above the required employer 9.5% contribution

Eligible former Chiropractic and Osteopathy Board of South Australia employees:

- Additional long service leave accruals.

Eligible employees covered by the South Australian Public Sector Wages Party Enterprise Agreement: Salaried 2012:

- Additional maternity leave entitlements.

Union training leave:

- Eligible employees for the purpose of this provision are those employees employed on or before seven (7) days after approval by FWC of this Agreement.
- Time off with pay for an employee eligible to attend courses may be granted up to a maximum of 10 working days during two (2) calendar years to be calculated from the date the employee is first granted leave to attend a trade union training course. Time off with pay in excess of this entitlement may be granted in special circumstances at the discretion of Ahpra but in no case will the amount exceed 20 working days during two (2) years.
- All other costs related to the attendance at a course will be the responsibility of the nominating Association.

### New South Wales

Employees employed by Ahpra in New South Wales will be granted one additional day concessional leave and this must be taken at a time agreed by the relevant manager.

Eligible former employees of the Medical Board of New South Wales:

- Additional employer superannuation above the required employer 9.5% contribution.

Eligible former employees of the Pharmacy Board of New South Wales:

- Additional employer superannuation above the required employer 9.5% contribution.

### **Other preserved entitlements for eligible employees:**

- Additional employer superannuation above the required employer 9.5% contribution.

### Tasmania

- Employees employed by Ahpra in Tasmania will be granted one additional day concessional leave and this must be taken at a time agreed by the relevant manager.

## Appendix 6 – Ordinary weekly hours – Full time employees

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The ordinary hours of work for full time employees appointed after 16 March 2017 37.5 hours per week.

The ordinary hours of work for full time employees appointed before 16 March 2017 are set out below.

<b>Location</b>	<b>Daily hours</b>	<b>Weekly hours</b>
Australian Capital Territory	7 hours and 21 minutes	36.75 hours
Northern Territory	7 hours and 21 minutes	36.75 hours
Victoria	7 hours and 30 minutes	37.5 hours
Western Australia	7 hours and 30 minutes	37.5 hours
South Australia	7 hours and 30 minutes	37.5 hours
Tasmania	7 hours and 30 minutes	37.5 hours
New South Wales	7 hours	35 hours
Queensland	7 hours and 15 minutes	36.25 hours

Employees who are promoted to classification levels 2-9 during the life of the Agreement will commence on 37.5 hours of work per week and upon the employee's promotion to the new classification level they will be placed on Step 1 of the new grade as a minimum.



IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2022/3995

Applicant:  
**Australian Health Practitioner Regulation Agency (Ahpra)**

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Mark Edwards, Executive Director People & Culture have the authority given to me by the Australian Health Practitioner Regulation Agency (**Ahpra**) to give the following undertakings with respect to the **Australian Health Practitioner Regulation Agency (Ahpra) Enterprise Agreement 2022 - 2025** ("the Agreement"):

1. The minimum amount payable to employees under the Supported Wage Guidelines in Appendix 2 of the Agreement will be \$95 per week (or such higher amount as may be required by the *State Government Agencies Award 2020*).

Ahpra confirms that the effect of the undertaking set out above will not cause financial or other detriment to any employee or result in substantial changes to the Agreement.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Signature

3 October 2022

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Date