



# DECISION

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

**Firsthealth Ltd T/A Murrumbidgee Primary Health Network**  
(AG2022/1841)

## **FIRSTHEALTH LIMITED ENTERPRISE AGREEMENT 2022**

Health and welfare services

COMMISSIONER YILMAZ

MELBOURNE, 27 JULY 2022

*Application for approval of the Firsthealth Limited Enterprise Agreement 2022.*

[1] An application has been made for approval of an enterprise agreement known as the *Firsthealth Limited Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Firsthealth Ltd T/A Murrumbidgee Primary Health Network. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The application was not lodged within 14 days after the agreement was made. Pursuant to s.185(3)(b), in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

[5] I observe that clause 28.6 of the Agreement is likely to be inconsistent with the National Employment Standards (NES). However, noting the NES precedence undertaking at Annexure A, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Health Services Union, a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[7] The Agreement is approved and in accordance with s.54, will operate from 3 August 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.:** AG2022/1841

**Applicant:** firsthealth limited trading as Murrumbidgee Primary Health Network

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Melissa Neal, Chief Executive Officer for firsthealth limited trading as Murrumbidgee Primary Health Network ("MPHN") give the following undertakings with respect to the firsthealth Limited Enterprise Agreement 2022 ("the Agreement"):

1. I have the authority given to me by MPHN to provide this undertaking in relation to the application before the Fair Work Commission.
2. Shiftworkers under the Agreement receive the penalties for employees in a 'designated rostered out of hours position'.
3. In the event of an inconsistency between the terms of this Agreement and the National Employment Standards (NES), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



\_\_\_\_\_  
**Signature**



\_\_\_\_\_  
**Date**



firsthealth Limited  
Enterprise Agreement 2022

**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.**

1. Title of Agreement	3
2. Coverage and application	3
3. Objectives	3
4. Duration of Agreement	3
5. Flexibility	3
6. Consultation	4
7. Disputes	6
8. Types of employment	7
9. Casual Conversion	8
10. Probationary Period	8
11. Hours of work	9
12. Meal breaks	9
13. Additional Hours and Time off in Lieu	9
14. Meal Allowance	10
15. Overtime	10
16. Rostered Out of Hours Work	11
17. Flexible work pattern	11
18. Remote Work Arrangements	11
19. Remuneration	12
20. Reclassification	12
21. Salary increases	12
22. Salary Packaging	13
23. Leave	13
24. Miscarriage or Pre-Term Birth Leave	22
25. Higher Grade Duties	23
26. Secondary Employment	23
27. Long Service Leave	23
28. Termination of employment	23
29. Suspension	24
30. Abandonment of Employment	25
31. Redundancy	25
32. Travel	28
Schedule 1 - Classification Descriptors	29
Schedule 2 – Salary table	36

## **1. Title of Agreement**

1.1 This Agreement will be known as the firsthealth Limited Enterprise Agreement 2022.

## **2. Coverage and application**

2.1 The agreement is made pursuant to the Fair Work Act 2009 (Cth) (the **Act**) and applies to firsthealth limited ACN 111 520 168 trading as Murrumbidgee Primary Health Network (the **employer, MPHN or firsthealth**) and all employees excluding:

a) The Chief Executive Officer;

b) Executive management;

c) Apprentices and trainees;

d) Any employee who is paid above the minimum rate for level 6, pay point 8 (as provided for under Schedule 2) on an hourly, weekly or annual basis

2.2 The Agreement will operate to the exclusion of any modern award (to the full extent permitted by the Act) or State legislation that applies or could apply to the employees classified under the Agreement unless otherwise specifically stated in this Agreement.

## **3. Objectives**

3.1 The objectives of this agreement are:

a) To provide employment conditions that suit the nature of work at firsthealth and the personal lives of its employees;

b) To develop pay and conditions that are supportive of the operational demands of firsthealth;

c) To provide benefits that are responsive to employees different needs;

d) To provide employment conditions that maintain and enhance a performance culture.

## **4. Duration of Agreement**

4.1 The agreement will commence to operate in accordance with the provisions of the Fair Work Act 2009 (the **Act**).

4.2 The nominal expiry date of this agreement is 30 June 2025. This agreement will remain in operation after the nominal expiry date unless it is terminated or replaced in accordance with the Fair Work Act 2009.

## **5. Flexibility**

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

a) the Agreement deals with 1 or more of the following matters:

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances;

- (v) leave loading; and
  - b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - c) the arrangement is genuinely agreed to by the employer and employee.
- 5.2 The employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 5.3 The employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
  - b) includes the name of the employer and employee; and
  - c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e) states the day on which the arrangement commences.
- 5.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5.5 The employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if the employer and employee agree in writing — at any time.

## **6. Consultation**

- 6.1 This term applies if the employer:
- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
  - c) major change
- 6.2 For a major change referred to in paragraph (6.1)(a):
- a) the employer must notify the relevant employees of the decision to introduce the major change; and

- b) subclauses (6.3) to (6.9) apply.
- 6.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 6.4 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 6.5 As soon as practicable after making its decision, the employer must:
- a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (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.
- 6.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 6.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (6.2)(a) and subclauses (6.3) and (6.5) are taken not to apply.
- 6.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
  - b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain employees; or
  - f) the need to relocate employees to another workplace; or



g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 6.10 For a change referred to in paragraph (6.1)(b):
- a) the employer must notify the relevant employees of the proposed change; and
  - b) subclauses (6.11) to (6.15) apply.
- 6.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 6.12 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the employer of the identity of the representative;  
the employer must recognise the representative.
- 6.13 As soon as practicable after proposing to introduce the change, the employer must:
- a) discuss with the relevant employees the introduction of the change; and
  - b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 6.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 6.16 In this term:  
relevant employees means the employees who may be affected by a change referred to in subclause 6.1.

**7. Disputes**

- 7.1 If a dispute relates to:
- a) a matter arising under the agreement; or
  - b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 7.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

- 7.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 7.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 7.5 The Fair Work Commission may deal with the dispute in 2 stages:
- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

*Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- 7.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

- 7.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **8. Types of employment**

- 8.1 **Full time employee:** is any employee who is employed to work ordinary hours of 37.5 hours per week on average.

- 8.2 **Part-time employee:** is any employee who is employed to work for a specified number of hours that is less than those prescribed for a full time employee. Entitlements under this agreement for a part-time employee are calculated on a pro rata basis.
- 8.3 **Casual employee:** is an employee who is engaged on an hourly basis. Casual employees are considered as a supplementary workforce working without the expectation of permanent ongoing work. There will be a minimum payment of two hours per engagement. A casual employee shall be paid an hourly rate calculated by dividing the appropriate rate prescribed by the number of standard hours, plus a 20% loading in lieu of all leave entitlements and termination payments.
- 8.4 **Fixed Term Employee:** a Fixed Term Employee is an employee who is employed for a specified period of time. A Fixed Term Employee's employment ends by operation of contract upon the expiration of the specified period of time and as such is not entitled to redundancy provisions. There is no expectation upon of ongoing work upon the expiration of the specified period of time.
- 8.5 **Specified Task Employee:** a Specified Task Employee is an employee who is employed for specified task. A Specified Task Employee's employment ends by operation of contract upon the completion of the specified task and as such is not entitled to redundancy provisions. There is no expectation upon of ongoing work upon the expiration of the specified task.
- 8.6 **Permanent employee:** an employee who is not a casual employee, a Fixed Term Employee or a Specified Task Employee.

## 9. Casual Conversion

- 9.1 A casual employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment:
- a) On a full time contract where the employee has worked on a full time basis throughout the period of the casual employment; or
  - b) On a permanent part-time contract where the employee has worked on a permanent part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.
- 9.2 The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- 9.3 Casual conversion will not apply where a casual covered absences of the permanent employee that are expected to return to work.

## 10. Probationary Period

- 10.1 A new employee will be appointed for a probationary period of six months from their date of commencement. The probation period will be utilised to assess the employees suitable for to their role or assigned duties. Employment may be terminated during the

probationary period by either party by providing one week's notice or payment in lieu of notice.

#### **11. Hours of work**

- 11.1 The ordinary hours of work for a full time employee will be an average of 37.5 hours per week.
- 11.2 An employee is required to work such reasonable additional hours as are necessary to fulfil the requirements of their position.
- 11.3 The actual hours worked each day will be as agreed between the employee and employer.
- 11.4 The span of work hours will be between the hours of 7.30am and 8.00pm Monday to Friday, except by mutual agreement between the employer and employee. The actual start and finish times within the span of working hour will be agreed between the employer and employee.

#### **12. Meal breaks**

- 12.1 An employee who works more than five hours on any day is provided with an unpaid meal break of at least 30 minutes.
- 12.2 Employees who work up to five hours on any day will be provided with one paid 10 minute rest break during work hours.
- 12.3 Employees who work more than five hours on any day will be provided with two paid 10 minute rest breaks.
- 12.4 If an employee is breastfeeding or expressing milk, the employer will provide reasonable paid time during normal work hours for the employee to do so in an appropriate place at the workplace.

#### **13. Additional Hours and Time off in Lieu**

- 13.1 Subject to clause 13.7, all additional hours worked on any day over and above one hour must be approved in advance by the employee's line manager. Where an employee is required to work additional hours and it is not practical to gain approval in advance, additional hours will not be unreasonably refused.
- 13.2 Employees who work additional hours will accrue time off in lieu (TOIL). For each additional hour worked an employee will accrue one (1) hour of time off in lieu up to a maximum balance of 37.5 hours. Additional hours worked outside the span of hours outlined in 11.4 of this agreement will accrue 1.5 hours of time in lieu. Part-time employees are entitled to accrue time in lieu to the maximum of their ordinary weekly working hours. Additional TOIL hours beyond that can only be accrued with the approval of the CEO.
- 13.3 Employees who are approaching the maximum number of hours of accrued TOIL are encouraged to discuss options to manage the taking of TOIL with their line manager. TOIL will be paid on termination of employment.

13.4 TOIL may be paid out if an employee (either part time or full time) has reached their allowed limit and are unable to take TOIL due to current work requirements if preapproved by their line manager and given approval of the CEO.

13.5 The taking of accrued TOIL under this clause is to be agreed between employer and employee.

13.6 When part-time employees are asked to work hours in addition to their ordinary and contracted hours of work, they have three options:

a) Agree to take payment as TOIL (the period of time off will be the actual number of additional hours worked); or

b) To work the additional hours and be paid at ordinary time rates; or

c) To refuse to work the additional hours of work if the additional hours are unreasonable.

Note: Section 62(3) of the Act sets out the matters that must be taken into account in determining whether additional hours are reasonable or unreasonable.

13.7 An employee must comply with all directions of MPH N as to the working, recording and verification of additional hours worked. To avoid doubt, notwithstanding clause 13.1, MPH N may direct an individual employee to have their additional hours worked on any day approved in advance by the employee's line manager even though the additional hours are not anticipated to be longer than one hour if MPH N is concerned that the employee has been working additional hours (and consequentially accruing TOIL) without proper justification.

#### **14. Meal Allowance**

14.1 An employee required to work overtime following on the completion of their normal day for more than two hours will be provided with a paid meal break of at least twenty minutes. A meal will be provided by the employer free of charge or the employee will be paid a meal allowance in line with the appropriate Australian Taxation Office rates. A meal allowance will not be required where an employee was advised of the overtime time requirement on the previous day.

#### **15. Overtime**

15.1 This clause will only apply where approval has been provided by the CEO, and where the employee is not accruing TOIL. Paid additional hours are at the discretion of the CEO. An employee who works in excess of 37.5 hours per week over a 2 week period, will be paid at time and a half for the first 2 hours and double time thereafter. The same overtime calculation will apply to approved work outside the agreed span of hours for the individual employee and work undertaken on a Saturday.

15.2 Approved work undertaken on a Sunday will be paid at double time. Approved work on a Public Holiday will be at double time and a half.

## 16. Rostered Out of Hours Work

16.1 Employees who work in designated rostered out of hours positions may be required to work on any day of the year (including weekends and public holidays) in order to meet the needs of the organisation. In recognition of this requirement, the following penalties will be paid.

16.2

Day	Time	Penalty
Monday to Friday (excluding public holidays)	8.00am – 4.59pm	0%
Monday to Friday (excluding public holidays)	5.00pm – 11.59pm	15%
Saturday		50%
Sunday		100%
Public Holidays		150%

16.3 An Employee who works in a designated rostered out of hours position is a *shiftworker* for the purposes of the National Employment Standards.

## 17. Flexible work pattern

17.1 Flexible work patterns allow employees to work their ordinary work hours on a flexible basis. An employee may request a flexible work pattern such as altered start and finish times, or alternate days of work such as a nine day fortnight.

17.2 Approval of flexible work patterns is at the discretion of the CEO or delegate. Decisions regarding flexible working patterns will take into account the personal requirements of the employee and operational requirements.

## 18. Remote Work Arrangements

18.1 MPHN is committed to maintaining engagement and connection between employees. Remote working arrangements are designed to allow employees to meet the operational needs of MPHN in a flexible way. Full time remote working arrangements will only be considered in extenuating circumstances.

18.2 A request for remote working arrangements must be made 28 days prior to the proposed change and must be made in writing by the employee to their line manager. The request must include a Remote Work Site Assessment and the employee must supply evidence of an appropriate home office environment that meets workplace health and safety requirements. Employees under performance management are not eligible to apply for remote working arrangements.

18.3 Remote working approval is at the sole discretion of MPHN. All requests made pursuant to clause 18.2 will be responded to in writing within 21 days of receipt of the request. If approved, the employee will be issued with a Remote Work Arrangement Letter outlining

the terms of the remote working arrangement. This letter is to be signed by the employee.

- 18.4 Failure to adhere to the terms set out in the Remote Work Arrangement Letter will result in the termination of the remote working arrangement.
- 18.5 All remote working arrangements are subject to change at the discretion of MPH.N.
- 18.6 In exceptional circumstances, a request under clause 18.2 may be considered with less than 28 days' notice of the proposed change.

## **19. Remuneration**

- 19.1 Employees covered by this Agreement will be classified according to the classification structure set out in Schedule 1 – Classifications. Classifications are determined by the employer based on the level at which the employer considers the employee performs the majority of their work.
- 19.2 Rates of pay for each classification level are specified in Schedule 2 – Salary table. Employees will be appointed to a pay point within the determined classification level at the discretion of the employer having regard to the employee's skills, experience and qualifications.
- 19.3 Pay point progression is not automatic. An employee may request a review of their current pay point, if the employee believes that their level of capability has increased or that they have obtained further knowledge and experience and demonstrated satisfactory performance.
- 19.4 Approval of appointment to a new pay point is at the discretion of the CEO or explicit delegate. An employee is not able to dispute a decision made under clause 19.2 or clause 19.3 under clause 7 (Disputes).
- 19.5 Nothing within this clause limits the ability of the employer to appoint an employee at a rate above the highest pay point within the pay classification level at its discretion.

## **20. Reclassification**

- 20.1 Where an employee believes that the level of work that they are undertaking has changed significantly and on a permanent basis, an employee may request in writing to have their pay classification reviewed. The employee must document the changes to their work and discuss those changes with their direct line manager prior to submitting the request.
- 20.2 The classification review will be conducted by the Chief Executive Officer or delegate, and once a decision is made the employee will be notified in writing. Reclassification is at the discretion of the CEO and any decision is final and cannot be disputed under clause 7 (Disputes).

## **21. Salary increases**

- 21.1 The salaries set out in Schedule 2 will increase by 2% from the first full pay period in December of each year commencing from December 2022.

## **22. Salary Packaging**

- 22.1 Voluntary access to salary packaging arrangements is available on the basis that employees will meet any costs, including but not limited to, administrative costs and any fringe benefit tax costs. An Employee will not make any claim against firsthealth if legislative or other changes occur during the operation of this agreement, which reduce the benefits of salary packaging.

## **23. Leave**

Paid leave provisions within this section will apply to full time and part-time employees. Part-time employees will be entitled to pro rata leave entitlements. Casual employees will not be entitled to paid leave.

Unless expressly stated, apart from annual leave and long-service leave, no other type of leave under this agreement is accrued from year to year and paid out on termination of employment.

### **23.1 Annual Leave**

Employees will be entitled to four weeks' paid Annual Leave per annum. Shiftworkers (as defined at clause 16.3) will be entitled to five weeks' Annual Leave per annum. Annual Leave will accrue from the commencement of employment, based on the ordinary hours of work.

- 23.1.1 Subject to clause 23.1.2, an annual leave loading of 17.5% is payable upon and in addition to the employee's ordinary weekly rate for the period of the annual leave taken. Allowances, penalty rates, or any other payments prescribed under this Agreement are not to be taken into account in calculating the amount on which the loading is payable.
- 23.1.2 Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
- a) an annual leave loading of 17.5% of their ordinary rate of pay; or
  - b) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- 23.1.3 The time at which annual leave is taken is to be agreed between the employer and employee. Where possible, the employee must provide at least 14 days' notice to their line manager.
- 23.1.4 The employer may decline the taking of annual leave based on the operational requirements of the organisation.
- 23.1.5 Clauses 23.1.6 to 23.1.18 contain provisions about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave.
- 23.1.6 An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker (as defined at clause 16.3)).



- 23.1.7 If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- 23.1.8 Clauses 23.1.10 - 23.1.13 set out how the employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- 23.1.9 Clauses 23.1.14- 23.1.18 set out how an employee who has an excessive leave accrual may require the employer to grant paid annual leave requested by the employee.
- 23.1.10 If the employer has genuinely tried to reach agreement with an employee under clause 23.1.7 but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- 23.1.11 However, a direction by the employer under clause 23.1.10:
- a) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under this clause 23.1 or otherwise agreed by the employer and employee) are taken into account; and
  - b) must not require the employee to take any period of paid annual leave of less than one week; and
  - c) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - d) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- 23.1.12 The employee must take paid annual leave in accordance with a direction under clause 23.1.10 that is in effect.
- 23.1.13 An employee to whom a direction has been given under clause 23.1.10 may request to take a period of paid annual leave as if the direction had not been given.
- 23.1.14 If an employee has genuinely tried to reach agreement with an employer under clause 23.1.7 but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- 23.1.15 However, an employee may only give a notice to the employer under clause 23.1.14 if:
- a) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - b) the employee has not been given a direction under clause 31.7(a) that, when any other paid annual leave arrangements (whether made under this clause 23.1 or

otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

23.1.16 A notice given by an employee under clause 23.1.14 must not:

- a) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under this clause 23.1 or otherwise agreed by the employer and employee) are taken into account; or
- b) provide for the employee to take any period of paid annual leave of less than one week; or
- c) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- d) be inconsistent with any leave arrangement agreed by the employer and employee.

23.1.17 An employee is not entitled to request by a notice under clause 23.1.14 more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined at clause 16.3)) in any period of 12 months.

23.1.18 The employer must grant paid annual leave requested by a notice under clause 23.1.14.

23.1.19 An employee may request in writing for the employer to cash out their annual leave. Any agreement to the employee's request is at the discretion of the employer subject to operational requirements and any health and safety implications of cashing out. Any annual leave that is cashed out will be paid at the same rate that would have been payable if the employee had taken the leave, that is annual leave plus 17.5% loading. The cashing out must not result in the employee's remaining accrued annual leave being less than 4 weeks.

23.1.20 An employee who becomes ill or injury during annual leave such that, if the employee were not on annual leave, he or she would be too ill or injured to attend work, may have the period of the illness debited to accrued personal leave credits and a corresponding period credited to annual leave entitlements, provided that the employee provides a medical certificate to the employer which has been issued by a registered medical practitioner that evidences the period of illness.

## **23.2 Purchased Leave**

23.2.1 Purchased leave is where employee have planned absences of two weeks of leave funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during such leave.

23.2.2 Purchased leave must be taken within 12 months of the purchase date.

23.2.3 Purchased leave counts as service for all purposes.

- 23.2.4 When the employee makes an application for purchased leave, they must state the proposed start date and the end date for the purchased leave.
- 23.2.5 The employer's approval of purchased leave will be based on the operational requirements of the employer, having regard to the period of leave requested, personal needs and family responsibilities.
- 23.2.6 Once a period of purchased leave has been approved, it may only be revoked by the employer where exceptional circumstances exist. In the event of revocation any accumulated leave may be paid out to the employee, or the leave deferred to a date mutually agreed by employee and employee.
- 23.2.7 Where an employee ceases employment with the employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.
- 23.2.8 Annual leave loading is not payable on purchased leave.

### **23.3 Shutdown Leave**

- 23.3.1 The period between Christmas and New Year's Day is granted as leave to all employees and will not be deducted from leave entitlements. The leave will be paid at the employee's ordinary rate of pay.
- 23.3.2 If a permanent employee is required to work during this period as part of their usual work requirements, the leave specified in clause 22.3.1 still applies and the hours worked can be negotiated as TOIL or be paid out.

### **23.4 Personal Leave**

- 23.4.1 An employee is entitled to paid personal leave for the purpose of personal injury or illness, or to care for an immediate family member or member of the employee's household because of an injury, illness, unexpected emergency or caring responsibility affecting the member. A member of the employee's immediate family means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.
- 23.4.2 The paid personal leave entitlement is 13 days per annum calculated through daily accrual from the date of commencement with the employer.
- 23.4.3 For all periods of personal leave or compassionate leave under clause 23.5, an employee must give notice of the taking of such leave to the employer. The notice must be given to the employer as soon as practicable (which may be a time after the leave has started), and must advise the employer of the period, or expected period, of the leave.
- 23.4.4 Upon request of the employer the employee must provide evidence that would substantiate the reason for leave. A failure to either provide notice or, if required, evidence that would satisfy a reasonable person to substantiate the reasons for the leave, means the employee is not entitled to be paid for the leave.

23.4.5 Where an employee is absent from work for more than 15 consecutive working days due to illness or injury the employee must provide a certificate from a qualified health professional stating that the employee is fit to return to work.

### **23.5 Compassionate Leave**

23.5.1 An employee (including a casual employee) is entitled to five days of compassionate leave to spend time with a member of their immediate family (as defined at clause 23.4.1) who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's immediate family.

23.5.2 An employee (including a casual employee) is entitled to two days of compassionate leave to spend time with a member of their household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's household.

23.5.3 If an employee (other than a casual employee) takes a period of compassionate leave, the employer will pay employee at the employee's base rate of pay for the ordinary hours they would have worked during the period.

23.5.4 Casual employees are not entitled to any paid compassionate leave and the entitlement outlined in clauses 23.5.1 and 23.5.2 will be unpaid.

### **23.6 Volunteer Leave**

23.6.1 Volunteer leave of two days per year to volunteer with a registered charity or community based organisation. Employees (other than casual employees) will be paid for leave at their ordinary rate of pay.

23.6.2 Volunteer leave will accrue per year up to a maximum of 6 days.

23.6.3 Community service activity leave is not available to employees to undertake paid work, work in for profit organisations, or where the leave is solely for direct personal benefit (for instance, in the employees own home, with the employees family, or for the employees own organisation or business).

### **23.7 Domestic and Family Violence Leave**

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

23.7.2 For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behaviour that:

- a) is physically or sexually abusive; or
- b) is emotionally or psychologically abusive; or
- c) is economically abusive; or

- d) is threatening; or
- e) is coercive; or
- f) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

23.7.3 An employee, including a casual employee, experiencing family and domestic violence is entitled to 10 days per year of paid family and domestic violence leave for the purpose of:

- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- (b) relocation or making other safety arrangements; or
- (c) other activities associated with the experience of family and domestic violence.

In addition, an employee, including a casual employee, who provides support to a person experiencing family and domestic violence is entitled to access family and domestic leave for the purpose of:

- (d) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
- (e) assisting with relocation or other safety arrangements; or
- (f) other activities associated with the family and domestic violence including caring for children.

This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

23.7.4 In supporting employees who experience domestic and family violence MPHN endeavours to:

- a) Provide a sensitive and non-judgemental approach
- b) Discuss measures to prioritise safety in the workplace and make all reasonable efforts to provide a safe work environment for the employee
- c) Provide employees with access to EAP to provide support in relation to the issues
- d) Where practicable, work with the employee to:
  - i. changes to their span of hours or pattern or hours and/or shift patterns;
  - ii. job redesign or changes to duties;

- iii. relocation to suitable employment within MPH;N;
- iv. a change to their telephone number or email address to avoid harassing contact; or
- v. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

23.7.5 All personal information concerning domestic and family violence will be kept confidential and only disclosed if required by law. No information will be kept on an Employee's personnel file without their express written permission.

23.7.6 If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 23.7.3. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

### **23.8 Emergency Services and Defence Training Leave**

23.8.1 Employees will be granted paid leave by the employer when they engage in a voluntary emergency management activity (as defined in section 109 of the Act) (e.g. State Emergency Services, Rural Fire Brigade, and St. John's Ambulance).

23.8.2 The CEO may approve leave on full or part salary for employees who are members of the Defence Reserve, for the purposes of attending Naval, Military or Air Force training. An employee is not able to dispute a decision of the CEO in this regard under clause 7 (Disputes).

23.8.3 Requests for Emergency Services or Defence Training leave should have attached documentary evidence of the service performed or required (e.g. request from the Commanding Officer of the employee's unit).

### **23.9 Jury Service**

23.9.1 An employee, except a casual employee, required to attend for Jury Service during ordinary working hours will be reimbursed by firsthealth an amount equal to the difference between the amount paid in respect their attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time that would have been worked had the employee not been on Jury Service.

23.9.2 An employee must notify firsthealth as soon as possible of the date upon which he/she is required to attend for Jury Service. Further, the employee will give firsthealth proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

### **23.10 Learning and Career Development Leave**

23.10.1 The employer is committed to providing employees with continual learning opportunities and will provide learning time and assistance with costs for relevant

courses and conferences which will assist in the employees' present roles and equip them to develop their careers in accordance with the provision of this section.

- 23.10.2 The employer will ensure that adequate training is provided to ensure employees are equipped to perform their current roles.
- 23.10.3 The employer will, where it considers it appropriate to do so, pay for attendance at appropriate courses, seminars or professional development programs to ensure that employees remain up-to-date on issues relevant to their roles and the organisations business.
- 23.10.4 The employee's line manager must approve leave prior to the commencement of any training or course. The approval of support is subject to the organisation deeming that the training or course is relevant to the employee's role and operational requirements of the organisation.
- 23.10.5 Where an employee is undertaking vocational or tertiary education in an area which the employer considers is relevant to the work that they are employed to do, up to one day of study leave will be provided for each subject in a course approved. Leave will also be provided for the attendance at exams which fall within ordinary work hours.

### **23.11 Conference leave**

- 23.11.1 Long-term employees are eligible for Conference leave.
- 23.11.2 "Conferences" mean conferences, congresses, seminars and symposia conducted by professional associations or learned societies on a recurrent basis – annual, biennial, or other.
- 23.11.3 Where employees are required by firsthealth to attend a Conference, the costs of their attendance will be met by the employer.
- 23.11.4 The designated manager may give approval for employees to be granted paid leave and travelling expenses in order to attend conferences.
- 23.11.5 In clauses 23.11 and 23.12, a *long-term employee* includes and is limited to:
- (a) an employee who is a permanent employee; or
  - (b) a Fixed Term Employee who is employed for a specified period of time that is greater than 6 months; or
  - (c) a Specified Task Employee whose specified task is not expected to be completed within two years of the date that the employee commenced employment.

### **23.12 Professional Development leave**

- 23.12.1 This clause 23.12 applies to long-term employees.
- 23.12.2 Employees may apply to their line manager for up to five (5) days of paid leave per annum plus payment of relevant fees, to facilitate their professional development and maintenance of skills relating to their employment.
- 23.12.3 It is recognised that employees periodically need to undertake external study and work in universities, hospitals and libraries, and other learning/teaching situations. External study leave which provides paid leave and a travel grant, may be approved for these purposes. A submission detailing the intended program must be submitted for consideration and approval to the Board. Twelve weeks is the minimum period which generally would be regarded as constituting external study leave.
- 23.12.4 Employees are required to provide continuing service after external study leave for a period at least equivalent to the period of the leave taken.
- 23.12.5 If the employee resigns during their leave or in the period after their return equivalent to the period of the leave taken, then he or she may, at the discretion of firsthealth, be required to repay the travel grant to firsthealth. Repayment of the travel grant may be taken out of any payments due to the employee including those required to be made by firsthealth upon termination of employment.

### **23.13 Cultural and Ceremonial Leave**

- 23.13.1 MPH N acknowledges the importance of all staff increasing their understanding and recognition of Aboriginal and Torres Strait Islander cultures, histories, knowledge and rights through cultural learning. All staff, except those who are entitled to cultural and ceremonial leave under clause 23.13.2, are entitled to participate in community cultural events, such as NAIDOC Week activities and Reconciliation Week during work hours for up to a limit of one working day.
- 23.13.2 Permanent employees who identify as Aboriginal or Torres Strait Islanders (ATSI) are entitled to up to three days of paid and 10 days unpaid Cultural and Ceremonial Leave per annum for the purposes of participating in any of the following:
- a) cultural and ceremonial obligations under ATSI lore, customs or traditional law; and
  - b) community cultural events such as NAIDOC Week activities, Reconciliation Week.
- 23.13.3 Cultural and Ceremonial Leave need not be taken in one continuous period.
- 23.13.4 Paid and unpaid Cultural and Ceremonial Leave will not accrue from year to year and will not be paid out on termination.
- 23.13.5 The taking of Cultural and Ceremonial Leave under this clause is to be agreed in writing between MPH N and the employee subject to the operational requirements of MPH N.



## **23.14 Leave without pay**

- 23.14.1 Applications for leave without pay must be submitted to the CEO, the granting of leave without pay is at the discretion of the CEO. Applications must be supported by a statement of the circumstances and the recommendation from the employee's line manager.
- 23.14.2 Periods of leave without pay will not count as service and accrual of all entitlements will be suspended during such periods of unpaid leave, except that periods of leave without pay of less than 20 working days will not postpone the accrual date for long service leave.

## **23.15 Unpaid Parental Leave**

- 23.15.1 Unpaid parental leave will be provided for in accordance with the Act.

## **23.16 Paid Parental Leave**

- 23.16.1 A permanent employee or a full time or part-time Fixed Term Employee is eligible for paid parental leave following the completion of 12 months continuous service, and if they are the primary care giver of a child immediately following the birth or placement for adoption of the child.
- 23.16.2 The entitlement of paid parental leave is a total of 8 weeks at the employee's ordinary rate of pay from the date the paid parental leave period commences.
- 23.16.3 An employee may take paid parental leave at half pay.
- 23.16.4 Paid parental leave may be paid in accordance with MPHNS usual pay cycle or in advance.
- 23.16.5 Paid parental leave must be taken during the period of unpaid parental leave provided for in accordance with the Act.

## **24. Miscarriage or Pre-Term Birth Leave**

- 24.1.1 Employees other than casual employees are eligible for miscarriage or Pre-Term Birth Leave under this clause if they have at least 12 months continuous service with MPHNS.
- 24.1.2 Employees may be asked to provide appropriate documentation to their manager when applying for this leave under this clause.
- 24.1.3 Where an employee or the spouse of an employee miscarries, the employee is entitled to five days paid special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.
- 24.1.4 Paid special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block of leave.
- 24.1.5 When accessing paid special miscarriage leave, the employee must provide notice as soon as reasonably practicable stating:
  - a) the period of leave being sought; and
  - b) the anticipated date of return to duty.
- 24.1.6 Where an employee or the spouse of an employee gives birth to a pre-term child (prior to 37 weeks), the parent with the primary caring responsibility is entitled to 10 days paid special pre-term parental leave.

- 24.1.7 If the employee is also entitled to paid parental leave under clause 23.16, they will be entitled to both forms of leave. Pre-term birth leave will be taken first, and paid parental leave under clause 23.16 will immediately follow
- 24.1.8 When accessing paid special pre-term parental leave in the event of a pre-term birth, the employee must provide notice as soon as reasonably practicable stating:
- a) the period of paid special pre-term parental leave being sought; and
  - b) the details of all other types of leave (paid or unpaid) to be taken or proposed to be taken or applied for by the employee following the period of paid special pre-term parental leave including Parental Leave.

## **25. Higher Grade Duties**

- 25.1 A Higher Grade Duties Allowance (HGDA) is a payment made to an employee when they are required temporarily to perform some or all of the duties of a higher level position. When an employee is required to undertake the full responsibilities of that particular role, an allowance will be paid. The allowance payable is the difference of the salary of the employee acting and the salary of the position being relieved. A public holiday within the HGD period does not interrupt the period of HGDA and the employee will be paid the HGDA for the public holiday.
- 25.2 Where the salary ranges of the relieving employee and the higher level position overlap, the first step in the salary range of the higher level position which is higher than the acting employee's salary will be the basis of determining the level of HGDA.
- 25.3 In order to be eligible for HGDA an employee must be required to perform the duties of the higher grade role for a minimum period of 5 consecutive working days. The CEO may approve a lessor period.
- 25.4 HGDA may be paid at less than 100% of the allowance if the employee is required not to assume the full duties of the role.
- 25.5 An employee who is in receipt of a Higher Duties Allowance shall be paid such allowance for all paid leave taken during that period.

## **26. Secondary Employment**

- 26.1 Employees will not undertake secondary employment which may conflict with the interests of the business of firsthealth or reflect adversely on its business or public reputation, or may interfere with or adversely affect the employee's performance in his or her employment with firsthealth. Where there is any potential conflict, options should be discussed with the CEO prior to under taking the secondary employment.

## **27. Long Service Leave**

- 27.1 Long service leave will be provided in accordance with the Long Service Leave Act 1955 (NSW).

## **28. Termination of employment**

28.1 The following provisions are in accordance with the minimum requirements of the NES as they relate to Notice and Redundancy payments.

28.2 The notice period required to terminate (at the initiative of the employer or the employee) the employment relationship of employees covered by this agreement is specified below. The period of notice may be reduced or set aside by mutual written consent of the employer and the employee.

<b>Years of Service</b>	Years 0-1	Years 1-3	Years 3-5	Over 5
<b>Required notice</b>	1 week	2 weeks	3 weeks	4 weeks

28.3 Employees 45 years and over who have completed at least two (2) years continuous service with the employer will receive one (1) additional week's notice where the employment is terminated by the employer.

28.4 The employer may make payment in lieu of the period of notice specified to the employee.

28.5 The employment of a casual employee may be terminated by providing one hour's notice.

28.6 If the employee fails to give the required notice, or leaves employment before the end of the of the notice period, the employer may withhold from any moneys due to the employee upon termination an amount not exceeding the amount the employee would have been paid in respect of the period of the required notice less any period of notice actually given by the employee.

28.7 Employees within the probation period are required to give and be given 1 week's written notice of termination.

28.8 To avoid doubt, Fixed Term Employees and Specified Task Employees are included in the application of this clause 28 where the employer or the employee wishes to terminate the employment before the end of the specified period of time or completion of the specified task.

## **29. Suspension**

29.1 An employee may be suspended from duty to allow for a reasonable investigation:

- a) for refusal of reasonable duty;
- b) for neglect of duty including any breach of safety procedures;
- c) for serious or wilful misconduct;

29.2 Employees are not entitled to payment while suspended under the above points if the allegations being investigated involve serious or wilful misconduct. Suspension without pay will last no longer than 8 weeks. Where exonerated, the employee will be

reimbursed the payments that he or she would have been paid were it not for the suspension.

- 29.3 An employee may be stood down from work if the employer has a reasonable concern about their continuing fitness for work. Whilst stood down, an employee may be placed on paid personal leave to the extent of their accrual if necessary. The employee may also be required to attend and be assessed by a medical practitioner(s) of the employer's choice and provide a medical report from that medical practitioner(s) to the employer with respect to their continuing fitness for work.

### **30. Abandonment of Employment**

- 30.1 An employee, who has been absent from duty for a period of 5 working days or more without prior notification or authorisation by his or her line manager, will be deemed to have abandoned their employment. The employer will take reasonable steps to contact the employee during that 5 working day period. In such circumstances, the employee will be given notice of termination in accordance with the NES.

### **31. Redundancy**

- 31.1 This clause 31 applies if an employee's employment is terminated:
- a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
  - b) because of the insolvency or bankruptcy of the employer.
- 31.2 This clause 31 does not apply:
- a) to casual employees;
  - b) to the termination of the employment of a Fixed Term Employee upon the expiration of the specified period of time of the employee's employment;
  - c) to the termination of the employment of a Specified Task Employee upon the completion of the specified task that the employee is employed to perform.
  - d) To the termination of the employment of an Employee where:
    - i. money is provided to firsthealth by a government authority is specifically provided or is used by firsthealth to fund the Employee's position; and
    - ii. the money ceases to be provided by the government authority or is reduced from what it was at the time the employee commenced in the position.
  - e) To the termination of an Employee where:

- i. the Employee is employed for the purposes of a contract or contracts that firsthealth has with a third party or third parties;
- ii. the or a contract:
  - A. is lost or comes to an end; or
  - B. is changed such that firsthealth considers that it is no longer practicable or reasonable to continue to employ the Employee for the purposes of the contract.

31.3 To avoid doubt, nothing in clause 31.2, limits the circumstances in which the termination of an Employee may be due to the ordinary and customary turnover of labour.

31.4 Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled if the employment had been terminated. The Employer may, at its discretion make payments in lieu of such notice of an amount equal to the difference to the former ordinary rate of pay of the Employee and the new ordinary time rate for the number of weeks of notice still owed.

31.5 An Employee who is transferred to lower paid duties due to a downturn in work or for other reason(s) which has the potential to lead to redundancies and is offered suitable alternate employment will not be entitled to severance pay.

31.6 When making an employee's job redundant, the notice periods in clause 28.2 will apply. Payment in lieu of notice may be made in addition to severance payments.

31.7 In the event that an employee's employment is terminated at the initiative of the employer for redundancy reasons, and the employer is unable to provide the employee with suitable alternative employment, redundancy payments, if applicable, will be provided in accordance with the Act as per the following table:

<b>Redundancy pay period</b>	
<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks

<b>Redundancy pay period</b>	
<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
At least 10 years	12 weeks

- 31.8 An employee whose employment is terminated by reason of redundancy, may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the Employer until the expiry of such notice. However, in this circumstance, the employee may, at the discretion of the employer, be required to forfeit payments in lieu of notice for the period of notice not worked by the employee.
- 31.9 The Employer, in any particular redundancy case, may make an application to the Fair Work Commission (FWC) to have the general severance pay prescription varied if the Employer secures suitable alternative employment for an Employee or to have the severance pay prescription varied on the basis of the Employer's incapacity to pay in accordance with section 120(2) of the Act.
- 31.10 In circumstances where a transfer of business occurs between the Employer and a new employer and an Employee's employment is transferred to the new employer, the Employer is not obliged to provide the Employee with severance pay under this clause where:
- a) the employee accepts an offer of employment from the new employer in circumstances where the new employer recognises the Employee's service with the Employer as service with the new employer; or
  - b) the employee rejects an offer of employment from the new employer in circumstances where:
    - (i) the new employer recognises the Employee's service with the Employer as service with the new employer;
    - (ii) the terms and conditions of employment offered to the Employee by the new employer are substantially similar to and considered, on an overall basis, no less favourable than the Employee's terms and conditions of employment with the Employer.
- 31.11 During the period of notice of termination given by the employer, an employee will be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment, including but not limited to attending interviews.
- 31.12 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employee, be required to produce proof of attendance at an interview or the

Employee will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient

- 31.13 Redundancy entitlements will not apply where employment is terminated for any reason other than a Genuine Redundancy, including termination as a consequence of poor performance; misconduct; or Serious Misconduct that justifies summary dismissal.

## **32. Travel**

- 32.1 When an Employee is required or authorised by MPH N to travel for work (other than to and from regular place of work) or education purposes, MPH N will reimburse and, where practicable, pay in advance, the employee for necessary costs incurred for travel, accommodation, meals and incidentals. The rates periodically established and published by the Australian Taxation Office will be the minimum applied.

To be eligible for meal and refreshment reimbursement (excluding alcohol), travel must involve one of the following:

- a) Greater than 50 kilometres away from the office for more than 3 hours (not accumulative) outside usual work hours will enable a morning or evening meal reimbursement where meals are not provided.
- b) Greater than 30km away from the office for more than 6 hours during normal work hours will enable a lunchtime meal reimbursement where meals are not provided.
- c) Involve air travel
- d) Exceed one business day

- 32.2 The additional time required for employees to travel to other sites or cities for work will be counted as additional time worked, and will remunerated in line with clause 13 (Additional Hours and Time off in Lieu).

## **Schedule 1 - Classification Descriptors**

### **Level 1**

#### **Training and Qualifications**

Employees at this level will perform duties that assume and require knowledge and training equivalent to:

- A qualification at a minimum level of Certificate II and/or
- Some relevant experience and knowledge required to perform tasks to the required standard, at this level further training may be provided

#### **Overview**

Employees at this level will demonstrate limited theoretical knowledge. They will work under limited supervision either individually or in a team, and are accountable for prioritising their own work and achieving defined results on a day to day or weekly basis.

At this level work is straightforward, and undertaken within established policies, guidelines and procedures. They will apply known solutions to predictable problems.

They will liaise with stakeholders responding to routine enquiries and providing general information within established guidelines and procedures.

#### **Work at this level may include:**

- Entering data including basic financial information
- Undertaking reception of general administration duties
- Responding to routine enquiries
- Assisting with the preparation of meeting agendas
- Taking and drafting minutes for review by a more senior employee
- Drafting correspondence



## **Level 2**

### **Training and Qualifications**

Employees at this level will perform duties that assume and require knowledge and training equivalent to:

- A qualification at a minimum level of Certificate III and/or
- Relevant experience and knowledge required to perform tasks to the required standard, at this level further training may be provided

### **Overview**

Employees at this level will demonstrate some relevant theoretical knowledge across multiple areas. At this level employees will work semi-autonomously setting their own priorities and achieving results on a day to day or weekly basis within established timeframes, managing competing priorities and within policies and procedures.

They will work under routine supervision either individually or in a team. At this level work is generally straightforward and there is scope for creativity in how work is undertaken. They may apply to a range of predictable problems by referencing clear procedures or by referring to past experience

They will liaise and maintain relationships with stakeholders responding to resolving routine matters, providing advice and guidance within established guidelines and procedures.

### **Work at this level may include:**

- Entering data (including financial data) into a range of software systems
- Undertaking limited range of specialist administration tasks
- Drafting meeting agendas and minutes
- Drafting complex correspondence
- Undertaking invoicing
- Running and compiling reports and undertaking limited analysis

### **Level 3**

#### **Training and Qualifications**

Employees at this level will perform duties that assume and require knowledge and training equivalent to:

- A qualification at a minimum level of Certificate IV and/or
- Relevant experience and knowledge in a technical or administrative field

This level will apply to new graduates or employees within the initial year's experience. At this level Health professionals will require:

- Relevant qualifications in accordance with their professional association's rules and be eligible for membership of their professional and;

#### **Overview**

Employees at this level will demonstrate a broad knowledge base, incorporating some theoretical concepts. They will identify and apply skill and knowledge areas to a wide variety of contexts with depth in some areas.

Work may have an increased level of complexity but is generally straightforward. At this level employees will function with a high degree of autonomy and prioritise work within established policies, guidelines, and procedures. Employees are accountable for the achievement of own results which contribute to team, department or program outcomes.

Employees at this level will apply solutions by referring to policies or referring to past experience, to a range of unpredictable problems. They will liaise and maintain relationships with stakeholders, clients, and deal with some matters that may be of a contentious or sensitive nature. Roles at this level will usually undertake activities that require specialist technical or administration skills within the specified area of work.

#### **Work at this level may include:**

- Processing financial data
- Manipulation of text and layout
- Utilising a range of software packages
- Creating databases or spreadsheets
- Identifying, analysing and evaluating information
- Providing computer network support
- Processing payroll or accounts
- Preparing monthly reports for work area and responding to technical enquiries.
- Providing general support to clients in the community setting
- Provision of health care services

## **Level 4**

### **Training and Qualifications**

Employees at this level will perform duties that assume and require knowledge and training equivalent to:

- A qualification at a minimum level of Diploma and/or
- Relevant experience and knowledge in a technical or administrative field

Health professionals at this level will require:

- Relevant qualifications in accordance with their professional association's rules and be eligible for membership of their professional and;
- Relevant experience in their professional field

### **Overview**

Employees at this level will demonstrate a broad knowledge base incorporating some theoretical concepts, with substantial depth in some areas.

Work is moderately complex and relates to a limited range of activities. At this level employees will function autonomously and may work individually or within a team. They will take responsibility for their own outputs and may take limited responsibility for the achievement of group outcomes. They are responsible for coordinating competing requests and demands and setting priorities to ensure the achievement of results.

Employees at this level will transfer and apply theoretical concepts and/or technical or creative skills to a range of situations, and undertake work within established policies, guidelines and procedures. They will represent the organisation at specified events or meetings, promote activities and under guidance with internal/external stakeholders.

### **Work at this level may include:**

- Contributing to developing plans for their work area
- Developing routine correspondence
- Preparing internal reports
- Analysing and planning approaches to technical problems or in response to management requirements
- Evaluating information using it to forecast for planning
- Providing a range of administrative support to another function
- Managing the administrative resources of a small administration area
- Provision of health care services
- Contribute to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work
- Contribute to quality improvement activities or research

## **Level 5**

### **Training and Qualifications**

Employees at this level will perform duties that assume and require knowledge and training equivalent to:

- An undergraduate level degree with relevant experience and/or
- Extensive experience or broad knowledge in a technical, administrative or management field

Health professionals at this level will require:

- Relevant qualifications in accordance with their professional association's rules and be eligible for membership of their professional and;
- Extensive experience and broad knowledge in their professional field

### **Overview**

Employees at this level will demonstrate a broad knowledge base incorporating theoretical concepts, with substantial depth across a number of areas, and/or mastery of a specialised area.

Work is moderately complex to complex in nature and relates to a range of activities. At this level employees are responsible and accountable for their own work and will usually operate under limited direction from senior or executive management. They are responsible for coordinating competing requests and demands and setting priorities for their self and/or a team, or a defined work area.

Employees at this level may participate in the management team and contribute to the resolution of issues through research and/or choosing from a limited range of solutions. They are responsible for managing strategic relationships with stakeholder to achieve set outcomes for the work area and organisation. They may also represent the organisation at meeting, conferences and seminars.

### **Work at this level may include:**

- Developing plans for defined work area with limited contribution to organisational level planning
- Evaluating information and using it to forecast for planning, design, and evaluation or research purposes
- Developing routine correspondence
- Preparing internal reports for management researching
- Developing policy guidelines for senior management, managing resources for a defined work area.
- Providing advice and guidance in relation to the design of health services
- Allocation and/or expenditure of resources
- Ensuring targets and performance outcomes are met
- Provision of professional supervision to health employees

## **Level 6**

### **Training and Qualifications**

Employees at this level will perform duties that assume and require knowledge and training equivalent to:

- An undergraduate degree with at least five years subsequent experience and/or
- Extensive experience and management expertise

Health professionals at this level will require:

- Relevant qualifications in accordance with their professional association's rules and be eligible for membership of their professional with at least five year subsequent experience and;
- Extensive experience and broad knowledge in their professional field

### **Overview**

Work at this level will require the application of knowledge gained through previous experience in the discipline or from post graduate study. Employees are required to demonstrate an understanding of a broad and deep knowledge base, incorporating theoretical and abstract concepts and mastery of a specialised area.

Work is undertaken with a high level of complexity or sensitivity and employees operate under general direction. They are responsible and accountable for their own work and are expected to develop plans, set priorities, monitor work flow, and outcomes for their area of responsibility. At this level they may be required to identify solutions to problems through the gathering, analysis and investigation of issues on a regular basis. They may also supervise, plan and coordinate the work of teams or other employees.

Employees at this level provide a high level of advice to other senior managers or executive, and assume responsibility for highly complex or sensitive projects or work that has strategic, political and/or operational significance. They are also responsible for initiating, establishing and maintaining strong relationships with key internal and external stakeholders, dealing with and presenting very complex or sensitive stakeholder issues.

### **Work at this level may include:**

- Leading planning for own work area and/or contributing significantly to organisational level plans
- Initiating change
- Preparing papers and reports
- Drafting complex correspondence
- Undertaking duties of a specialist or detailed nature
- Developing procedural guidelines
- Interpreting and analysing information in order to make decisions or inform relevant parties
- Evaluating complex information and using it to forecast for planning
- Design and/ or management purposes
- Allocate resources, set priorities and ensure budgets are met
- Providing effective services and ensuring budget and strategic targets are met
- Supervising other employees

- Develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework

**Schedule 2 – Salary table**

<b>Salary Rates</b>			
<b>Level 1</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Pay point 1	\$29.91	\$1,121.54	\$58,319.82
Pay point 2	\$30.35	\$1,138.18	\$59,185.23
Pay point 3	\$30.45	\$1,141.83	\$59,375.19
Pay point 4	\$31.27	\$1,172.68	\$60,979.36
Pay point 5	\$31.75	\$1,190.54	\$61,908.08
Pay point 6	\$32.22	\$1,208.40	\$62,836.81
<b>Level 2</b>			
Pay point 1	\$33.46	\$1,254.67	\$65,243.06
Pay point 2	\$33.97	\$1,273.75	\$66,235.11
Pay point 3	\$34.48	\$1,292.83	\$67,227.16
Pay point 4	\$34.99	\$1,312.13	\$68,230.50
Pay point 5	\$35.51	\$1,331.80	\$69,253.47
Pay point 6	\$36.14	\$1,355.34	\$70,477.70
<b>Level 3</b>			
Pay point 1	\$37.17	\$1,393.90	\$72,482.90
Pay point 2	\$37.69	\$1,413.39	\$73,496.06
Pay point 3	\$38.19	\$1,432.06	\$74,467.00
Pay point 4	\$38.87	\$1,457.63	\$75,796.77
Pay point 5	\$39.44	\$1,479.14	\$76,915.46
Pay point 6	\$40.23	\$1,508.78	\$78,456.31
<b>Level 4</b>			
Pay point 1	\$41.29	\$1,548.55	\$80,524.83
Pay point 2	\$41.94	\$1,572.84	\$81,787.68
Pay point 3	\$42.43	\$1,591.18	\$82,741.11
Pay point 4	\$43.11	\$1,616.75	\$84,070.88
Pay point 5	\$43.85	\$1,644.35	\$85,506.19
Pay point 6	\$44.50	\$1,668.70	\$86,772.63
<b>Level 5</b>			
Pay point 1	\$44.70	\$1,676.42	\$87,173.67
Pay point 2	\$45.28	\$1,697.93	\$88,292.37
Pay point 3	\$46.50	\$1,743.80	\$90,677.51
Pay point 4	\$47.19	\$1,769.78	\$92,028.38
Pay point 5	\$47.31	\$1,774.24	\$92,260.56
Pay point 6	\$48.62	\$1,823.36	\$94,814.56
Pay point 7	\$49.11	\$1,841.63	\$95,764.50
Pay Point 8	\$49.60	\$1,860.00	\$96,720.00
<b>Level 6</b>			
Pay point 1	\$49.81	\$1,867.88	\$97,129.50
Pay point 2	\$49.95	\$1,873.28	\$97,410.78
Pay point 3	\$51.31	\$1,924.02	\$100,049.20
Pay point 4	\$52.05	\$1,952.03	\$101,505.62
Pay point 5	\$52.86	\$1,982.07	\$103,067.57
Pay point 6	\$53.66	\$2,012.11	\$104,629.52
Pay point 7	\$54.21	\$2,032.88	\$105,709.50
Pay point 8	\$55.11	\$2,066.63	\$107,464.50

**Salary Rates - effective first full pay December 2022**

<b>Level 1</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Pay point 1	\$30.51	\$1,143.97	\$59,486.22
Pay point 2	\$30.96	\$1,160.94	\$60,368.93
Pay point 3	\$31.06	\$1,164.67	\$60,562.70
Pay point 4	\$31.90	\$1,196.13	\$62,198.94
Pay point 5	\$32.38	\$1,214.35	\$63,146.25
Pay point 6	\$32.87	\$1,232.57	\$64,093.55
<b>Level 2</b>			
Pay point 1	\$34.13	\$1,279.77	\$66,547.92
Pay point 2	\$34.65	\$1,299.23	\$67,559.81
Pay point 3	\$35.16	\$1,318.69	\$68,571.70
Pay point 4	\$35.69	\$1,338.37	\$69,595.11
Pay point 5	\$36.22	\$1,358.43	\$70,638.54
Pay point 6	\$36.87	\$1,382.45	\$71,887.25
<b>Level 3</b>			
Pay point 1	\$37.91	\$1,421.78	\$73,932.56
Pay point 2	\$38.44	\$1,441.65	\$74,965.98
Pay point 3	\$38.95	\$1,460.70	\$75,956.34
Pay point 4	\$39.65	\$1,486.78	\$77,312.71
Pay point 5	\$40.23	\$1,508.73	\$78,453.77
Pay point 6	\$41.04	\$1,538.95	\$80,025.43
<b>Level 4</b>			
Pay point 1	\$42.12	\$1,579.53	\$82,135.33
Pay point 2	\$42.78	\$1,604.30	\$83,423.43
Pay point 3	\$43.28	\$1,623.00	\$84,395.94
Pay point 4	\$43.98	\$1,649.08	\$85,752.30
Pay point 5	\$44.73	\$1,677.24	\$87,216.31
Pay point 6	\$45.39	\$1,702.08	\$88,508.09
<b>Level 5</b>			
Pay point 1	\$45.60	\$1,709.95	\$88,917.15
Pay point 2	\$46.18	\$1,731.89	\$90,058.21
Pay point 3	\$47.43	\$1,778.67	\$92,491.06
Pay point 4	\$48.14	\$1,805.17	\$93,868.95
Pay point 5	\$48.26	\$1,809.73	\$94,105.78
Pay point 6	\$49.60	\$1,859.82	\$96,710.85
Pay point 7	\$50.09	\$1,878.46	\$97,679.79
Pay Point 8	\$50.59	\$1,897.20	\$98,654.40
<b>Level 6</b>			
Pay point 1	\$50.81	\$1,905.23	\$99,072.09
Pay point 2	\$50.95	\$1,910.75	\$99,358.99
Pay point 3	\$52.33	\$1,962.50	\$102,050.19
Pay point 4	\$53.10	\$1,991.07	\$103,535.73
Pay point 5	\$53.91	\$2,021.71	\$105,128.92
Pay point 6	\$54.73	\$2,052.35	\$106,722.11
Pay point 7	\$55.29	\$2,073.53	\$107,823.69
Pay point 8	\$56.21	\$2,107.96	\$109,613.79



**Salary Rates - effective first full pay December 2023**

<b>Level 1</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Pay point 1	\$31.12	\$1,166.85	\$60,675.94
Pay point 2	\$31.58	\$1,184.16	\$61,576.31
Pay point 3	\$31.68	\$1,187.96	\$61,773.95
Pay point 4	\$32.53	\$1,220.06	\$63,442.92
Pay point 5	\$33.03	\$1,238.64	\$64,409.17
Pay point 6	\$33.53	\$1,257.22	\$65,375.42
<b>Level 2</b>			
Pay point 1	\$34.81	\$1,305.36	\$67,878.88
Pay point 2	\$35.34	\$1,325.21	\$68,911.00
Pay point 3	\$35.87	\$1,345.06	\$69,943.13
Pay point 4	\$36.40	\$1,365.13	\$70,987.01
Pay point 5	\$36.95	\$1,385.60	\$72,051.31
Pay point 6	\$37.60	\$1,410.10	\$73,325.00
<b>Level 3</b>			
Pay point 1	\$38.67	\$1,450.22	\$75,411.21
Pay point 2	\$39.21	\$1,470.49	\$76,465.30
Pay point 3	\$39.73	\$1,489.91	\$77,475.47
Pay point 4	\$40.44	\$1,516.52	\$78,858.96
Pay point 5	\$41.04	\$1,538.90	\$80,022.85
Pay point 6	\$41.86	\$1,569.73	\$81,625.94
<b>Level 4</b>			
Pay point 1	\$42.96	\$1,611.12	\$83,778.04
Pay point 2	\$43.64	\$1,636.38	\$85,091.90
Pay point 3	\$44.15	\$1,655.46	\$86,083.86
Pay point 4	\$44.86	\$1,682.06	\$87,467.35
Pay point 5	\$45.62	\$1,710.78	\$88,960.64
Pay point 6	\$46.30	\$1,736.12	\$90,278.25
<b>Level 5</b>			
Pay point 1	\$46.51	\$1,744.14	\$90,695.49
Pay point 2	\$47.11	\$1,766.53	\$91,859.38
Pay point 3	\$48.38	\$1,814.25	\$94,340.88
Pay point 4	\$49.10	\$1,841.28	\$95,746.33
Pay point 5	\$49.22	\$1,845.92	\$95,987.89
Pay point 6	\$50.59	\$1,897.02	\$98,645.07
Pay point 7	\$51.09	\$1,916.03	\$99,633.39
Pay Point 8	\$51.60	\$1,935.14	\$100,627.49
<b>Level 6</b>			
Pay point 1	\$51.82	\$1,943.34	\$101,053.53
Pay point 2	\$51.97	\$1,948.96	\$101,346.17
Pay point 3	\$53.38	\$2,001.75	\$104,091.19
Pay point 4	\$54.16	\$2,030.89	\$105,606.44
Pay point 5	\$54.99	\$2,062.14	\$107,231.50
Pay point 6	\$55.82	\$2,093.40	\$108,856.55
Pay point 7	\$56.40	\$2,115.00	\$109,980.16
Pay point 8	\$57.34	\$2,150.12	\$111,806.07

<b>Salary Rates - effective first full pay December 2024</b>			
<b>Level 1</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Pay point 1	\$31.74	\$1,190.18	\$61,889.46
Pay point 2	\$32.21	\$1,207.84	\$62,807.83
Pay point 3	\$32.31	\$1,211.72	\$63,009.43
Pay point 4	\$33.19	\$1,244.46	\$64,711.78
Pay point 5	\$33.69	\$1,263.41	\$65,697.35
Pay point 6	\$34.20	\$1,282.36	\$66,682.93
<b>Level 2</b>			
Pay point 1	\$35.51	\$1,331.47	\$69,236.45
Pay point 2	\$36.05	\$1,351.72	\$70,289.22
Pay point 3	\$36.59	\$1,371.96	\$71,342.00
Pay point 4	\$37.13	\$1,392.44	\$72,406.75
Pay point 5	\$37.69	\$1,413.31	\$73,492.33
Pay point 6	\$38.35	\$1,438.30	\$74,791.50
<b>Level 3</b>			
Pay point 1	\$39.45	\$1,479.22	\$76,919.44
Pay point 2	\$40.00	\$1,499.90	\$77,994.61
Pay point 3	\$40.53	\$1,519.71	\$79,024.98
Pay point 4	\$41.25	\$1,546.85	\$80,436.14
Pay point 5	\$41.86	\$1,569.68	\$81,623.31
Pay point 6	\$42.70	\$1,601.12	\$83,258.46
<b>Level 4</b>			
Pay point 1	\$43.82	\$1,643.34	\$85,453.60
Pay point 2	\$44.51	\$1,669.11	\$86,793.74
Pay point 3	\$45.03	\$1,688.57	\$87,805.53
Pay point 4	\$45.75	\$1,715.71	\$89,216.69
Pay point 5	\$46.53	\$1,745.00	\$90,739.85
Pay point 6	\$47.22	\$1,770.84	\$92,083.81
<b>Level 5</b>			
Pay point 1	\$47.44	\$1,779.03	\$92,509.40
Pay point 2	\$48.05	\$1,801.86	\$93,696.57
Pay point 3	\$49.35	\$1,850.53	\$96,227.70
Pay point 4	\$50.08	\$1,878.10	\$97,661.26
Pay point 5	\$50.21	\$1,882.84	\$97,907.65
Pay point 6	\$51.60	\$1,934.96	\$100,617.97
Pay point 7	\$52.12	\$1,954.35	\$101,626.05
Pay Point 8	\$52.64	\$1,973.85	\$102,640.04
<b>Level 6</b>			
Pay point 1	\$52.86	\$1,982.20	\$103,074.60
Pay point 2	\$53.01	\$1,987.94	\$103,373.09
Pay point 3	\$54.45	\$2,041.79	\$106,173.02
Pay point 4	\$55.24	\$2,071.51	\$107,718.57
Pay point 5	\$56.09	\$2,103.39	\$109,376.13
Pay point 6	\$56.94	\$2,135.26	\$111,033.68
Pay point 7	\$57.53	\$2,157.30	\$112,179.77
Pay point 8	\$58.48	\$2,193.12	\$114,042.19

**SIGNATURES PAGE**

Employer's name: firsthealth limited ACN 111 520 168 trading as Murrumbidgee Primary Health Network (MPHN)

Person authorised by the Board of MPHN to sign on behalf as MPHN as the Employer:

Full name: *Melissa Neal*

Position: *Chief Executive Officer*

MPHN's representative's signature: *M Neal*

Date: *8 June 2022*

MPHN's representative's address: *15 Mogan Street Wagga Wagga*

Person authorised by nomination of the employees of MPHN to sign the agreement as an employee of MPHN:

Full name: *Naomi Richards*

Position: *Quality Co-ordinator MPHN and Bargaining Representative.*

Employee's signature: *NR*

Date: *8.6.22*

Employee's address: *14 Kirrong Ave, Wagga Wagga NSW 2650.*

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:** AG2022/1841

**Applicant:** firsthealth limited trading as Murrumbidgee Primary Health Network

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Melissa Neal, Chief Executive Officer for firsthealth limited trading as Murrumbidgee Primary Health Network ("MPHN") give the following undertakings with respect to the firsthealth Limited Enterprise Agreement 2022 ("the Agreement"):

1. I have the authority given to me by MPHN to provide this undertaking in relation to the application before the Fair Work Commission.
2. Shiftworkers under the Agreement receive the penalties for employees in a 'designated rostered out of hours position'.
3. In the event of an inconsistency between the terms of this Agreement and the National Employment Standards (NES), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.
4. These undertakings are 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**



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**Date**