

***Redundancy Payment Central Fund Ltd (Incolink)  
Agreement 2024***

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## **PART A: APPLICATION, DURATION, EQUITY AND DEFINITIONS**

### **1. Application, duration, and effect**

- 1.1 This is an enterprise agreement made under section 172 of the *Fair Work Act 2009* which sets out the terms and conditions of employees of the Redundancy Payment Central Fund Limited (trading as Incolink).
- 1.2 This Agreement operates to the exclusion of, and overrides, any Industrial Instrument that would otherwise apply to Incolink and the Employees except as otherwise specified in this Agreement (including in Schedule 1).
- 1.3 In accordance with section 53 of the *Fair Work Act 2009*, this Agreement covers:
- (a) The **Employer** (being Redundancy Payment Central Fund Limited, ACN 007 133 833, trading as ‘Incolink’);
  - (b) **Employees** of the Employer other than
    - (1) senior executives reporting directly to the Chief Executive Officer;
    - (2) employees with annual rate of earnings equal to or greater than the *Fair Work Act 2009* high income threshold.
- 1.4 This Agreement will commence 7 days after approval by the Fair Work Commission and nominally expire on 30 June 2028. It is the Parties’ intention to commence negotiations for a replacement agreement three months before the expiry of this Agreement.
- 1.5 This Agreement will be published on the Employer’s intranet or other shared access portal.

### **2. Relationship to Other Agreements and Awards**

- 2.1 This Agreement incorporates the following instruments as they apply to Employees who fall within their scope:
- (a) Social, Community, Home Care & Disability Services Industry Award 2010 (SCHADS Award); Clerks – Private Sector Award 2020 (Clerks Award); (collectively, **Awards**).
- 2.2 Where there is an inconsistency between an express provision of this Agreement and a provision in the SCHADS Award or Clerks Award (as applicable), the provision of this Agreement will prevail to the extent of the inconsistency.
- 2.3 For the avoidance of doubt, it is the intention of the parties that this Agreement comprehensively sets out the entitlements of the Employees to allowances, overtime and penalty rates and that the provisions of this Agreement apply to the exclusion of the Awards in respect of these entitlements.



2.4 Upon incorporating the terms of the Awards into the Agreement the incorporated terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of the SCHADS Award or Clerks Award (as the case may be). References within the Awards to the 'Award' shall be read to mean this Agreement.

2.5 Should, at any time, any term of this Agreement, including the incorporated Awards, be less favourable to the Employees than the NES in any particular respect, the NES will prevail over the term of this Agreement to the extent that the term of this Agreement is less favourable.

### **3. Equal Employment Opportunity and Anti-Discrimination**

3.1 The Employer respects the differences between Employees and that different backgrounds, genders, social and cultural experiences encourage inclusion and innovation in the workforce. The Employer encourages a working environment which supports workforce diversity and create a working environment which:

- (a) Is free from discrimination and sexual harassment;
- (b) Supports Employees to balance their work, family, and caring responsibilities;
- (c) Supports equality of opportunity in employment;
- (d) Supports equity of access to training and career paths;
- (e) Is compliant with Equal Employment Opportunity legislation and Anti-Discrimination Legislation; and
- (f) Supports the development of an EEO Policy for the workplace in consultation with Employees.

### **4. Security of Employment**

The Employer shall endeavour to take steps to ensure that the enterprise has a stable, committed, and secure workforce. This may be undertaken, where appropriate, by:

- (a) exploring methods to increase the security of Employees' employment; or
- (b) advertising new positions internally prior to external advertisement.

### **5. Definitions**

5.1 In this Agreement:

**Agreement** means this Agreement, titled *Redundancy Payment Central Fund Limited (Incolink) Agreement 2024*, including Schedules 1 to 5 inclusive.

**Approved travel** means travel an Employee is requested to undertake by the Employer and which has been approved and taken in accordance with any applicable policies.

**Employees** means the employees referred to in clause 1.3(b) of this Agreement (**Employee** has a corresponding meaning).

**Employer** means Redundancy Payment Central Fund Limited (ACN 007 133 833) as referred to in clause 1.3(a) of this Agreement.

**Fair Work Act** or **FW Act** means the *Fair Work Act 2009* (Cth), as amended from time to time.

**FWC** means the Fair Work Commission.

**Employee Policy Manual (EPM)** and **Policy** mean the Employer's human resources policies and procedures, as varied by the Employer from time to time.

**Immediate Family** means an Employee's: spouse, de facto partner, child (adoption, fostering or traditional kinship), parent, grandparent, grandchild or sibling of an Employee; or a child (adoption, fostering or traditional kinship), parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner.

**Industrial Instrument** includes but is not limited to a transitional instrument as defined by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth), a modern award, an enterprise agreement, and any modern award determined by the Fair Work Commission to be a reference instrument for the purposes of the better off overall test as provided for in the Fair Work Act.

**LPT** means the Leadership, Professional, and Technical Classification, which applies to those roles which use specialist professional or technical skills.

**Mindhealth Services Employee** means an Employee within the Mindhealth Services Department of Incolink who is engaged to provide support services to members.

**Mindhealth Services Hours Arrangement** means an hours of work arrangement covering a **Mindhealth Services Employee** at Level 5 under Clause 12.7 of this Agreement.

**NES** means the National Employment Standards at Part 2-2 of the Fair Work Act.

**Ordinary Pay** means the Employee's base salary for his or her ordinary hours of work, excluding any incentive-based payments and bonuses, loadings, monetary allowances, overtime, penalties, other separately identifiable amounts or the value of any other benefits of employment (such as a motor vehicle).

**Performance Development Plan** means the annual plan which specifies each individual Employee's performance goals and expectations, learning and development goals, individual and/or team-based working arrangements.

**Personal/Carer's Leave** means personal sickness or injury leave or carer's leave as provided by clause 19.

**Probationary Employee** means an Employee employed subject to a probationary period.

**Serious misconduct** has its ordinary meaning, and without limiting that meaning, includes serious misconduct as defined in the Regulation 1.07 of the *Fair Work Regulations 2009*. It includes but is not limited to the following:

- (i) Engaging in theft, fraud, assault or other unlawful conduct;
- (ii) Any willful or deliberate behavior that is inconsistent with the continuation of the contract of employment;
- (iii) Conduct that causes serious and imminent risk to the health or safety of a person; or the reputation, viability or profitability of the Employer's business;
- (iv) Unauthorised removal, publication, copying, communication or negligent misplacing of company property, including confidential information, client lists or records or any other company documentation not in the public domain, or extracts or summaries of such information;
- (v) Committing, aiding or assisting any breach of any Employer obligation under the Employer's privacy policy or the *Privacy Act*;
- (vi) Committing, aiding or assisting in any violation of any Employer policy or procedure including as outlined from time to time in the **EPM**, including but not limited to the Employer's bullying, computer use, confidentiality, anti-discrimination, occupational health and safety or equal opportunity policies;
- (vii) Falsification or misrepresentation of qualifications or experience;
- (viii) Wilful or negligent destruction or damage to company property;
- (ix) The Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment;
- (x) Breaching the Incolink alcohol and other drugs policy; or
- (xi) Misrepresentation of the prime directive as outlined in the Company Mission Statement.

**Union** means an employee registered organisation, operating in Victoria, Tasmania, South Australia or New South Wales who, depending on the context, has coverage of the relevant Employees.

## 6. Anti-Discrimination

- 6.1 The Parties respect and value the diversity of the workforce. Accordingly, in fulfilling their obligations under the Agreement, the Parties (and the FWC, in the

case of the dispute resolution process in clause 48) will endeavour to ensure that the Agreement is not applied in a manner which is directly or indirectly discriminatory in effect.

## **PART B: TYPES OF EMPLOYMENT**

### **7. Types of employment**

7.1 Employees may be engaged in the following categories and arrangements:

- (a) **Full-time**, working ordinary hours of 35 hours per week;
- (b) **Part-time**, working ordinary hours of less than 35 hours per week, as agreed on commencement of employment or otherwise as varied in writing (**agreed weekly hours**).
  - (i) Part-time Employees receive and accrue the following Agreement entitlements on a *pro rata* basis (based on the ordinary hours the Employee works, as a proportion of full-time hours (which are 70 hours per fortnight):  
  
Minimum Salaries (clause 10 and Schedule 3);  
Annual Leave (clause 15);  
Paid Personal/Carer's Leave (clause 19.6);  
Long Service Leave (clause 24); and  
Annual Lump Sum Payment (clause 17).
  - (ii) Part-time Employees are entitled to be absent from work, without loss of pay, on those public holidays (clause 25) or Incolink Close-down Days (clause 27) which fall on his or her agreed/rostered days of work but are not entitled to any additional pay or substitute day off in relation to any other public holiday or Incolink Close-down Day.
  - (iii) A Part-time Employee will be paid for a minimum of three hours on any day where he or she is rostered to work.
- (c) **Casual Employees**, engaged on a sessional basis for duties that are short-term, irregular or intermittent.
  - (i) Casual Employees are not entitled to: payment on Public Holidays or Incolink Close-down Days (unless required to work) (clauses 25 and 27); Annual Leave (clause 15); Annual Lump Sum Payment (clause 17); Paid Personal/Carer's Leave (clause 19); Redundancy (clause 46); Notice of termination of employment (clause 42).
  - (ii) Casual Employees will be paid a loading of 25 per cent of the minimum salary which applies to their role (as specified in clause 9 and 10 of this Agreement and Schedule 3) in lieu of the entitlements referred to in clause 7.1(c)(i).

(d) **Fixed-term Employees**, engaged for a specific task or project, for a specific period of time or to relieve an Employee on parental or other long leave.

(i) Fixed-term Employees are not entitled to redundancy if they have worked for Incolink for 12 months or less. An Employee employed for a fixed term, or until the completion of a specified task, who has been employed for longer than 12 months and is made redundant is entitled to severance pay in accordance with clause 43.

(ii) Fixed-term Employees engaged for a specified period are not entitled to notice of termination (or payment in lieu of such notice) under clause 42 of this Agreement. Instead, the employment comes to an end on the date specified in his or her letter of offer, unless varied by agreement.

Note: Fixed term Employees terminated during the term of their agreement may be entitled to notice and severance pay under the National Employment Standards.

## 8. Probation arrangements for new Employees

8.1 The purpose of the probation period is to provide a period of close supervision and support and to determine whether a new Employee is suitable for the role in which they have been employed.

8.2 All new Employees employed on a full time or part time basis will be subject to up to a 6-month probation period (which will be extended by the amount of any leave taken during the probation period).

8.3 Each probationary Employee will undergo a performance review after three months' employment. The Employer may make recommendations for performance improvements or develop an action and training plan aimed at improving the Employee's performance and supporting the Employee to meet the requirements of the role.

8.4 Notwithstanding clause 8.4 an Employee's employment may be terminated at any time for any reason within the definition of **serious misconduct**.

## PART C: CLASSIFICATIONS, SALARIES AND SUPERANNUATION

### 9. Classifications

9.1 Each Employee will be classified by the Employer as being within one of the **Classification Levels** specified in Schedule 2.

9.2 Employees performing **Specified Incolink Roles** will be allocated to the classification level assigned to that role, as specified in Schedule 2.

9.3 Where an Employee performs a role which is not a **Specified Incolink Role**:

- (a) In respect of Employees already employed at commencement of this Agreement:
  - (i) The Employee will (generally) be classified at the Classification Level with an **Indicative Salary Range** in Schedule 2 that corresponds to his or her current salary.
 

*For example, if an Employee's current salary is \$77,000, he or she will generally be classified at Level 5; if the current salary is \$110,000, he or she will generally be classified LPT Band 2.*
  - (ii) However, the Employer may classify the Employee at a lower Classification Level where the level of skill, competencies, capabilities and work value of his or her position are more closely aligned with **Specified Incolink Roles** and with the classification descriptors at that lower Classification. The Employee's salary will not be reduced as a result of such classification and he or she will be entitled to the salary increases provided in clause 10 of this Agreement even if this would result in the Employee's salary being higher than the **Indicative Salary Range** for the Classification Level.
- (b) In respect of new Employees (engaged after the commencement of this Agreement):
  - (i) The Employee will be classified at the Classification Level which includes **Specified Incolink Roles** which most closely approximate the level of skill, competencies, capabilities and work value of his or her position.
  - (ii) In the case of LPT Employees, the Employee will be classified at the relevant LPT Band Level based on their agreed commencement salary.
- (c) In classifying any roles which relate to the performance of clerical, administrative or similar duties that fall within the *Clerks—Private Sector Award 2010*, the Employer will also have regard to part B of that Award, including the description of typical duties. It is intended that the Classification Levels 1 to 5 in this Agreement align with the classification levels 1 to 5 in that Award.

#### 9.4 Disputed Classifications

- (a) An Employee may:
  - (i) Apply to have his or her role re-classified, if the role he or she is performing is shown to fall within the higher relevant Classification Level; or
  - (ii) Apply outside of the annual performance review process to have his or her remuneration increased within a Classification Level;

if the role he or she is performing has significant and ongoing changes in responsibilities and the work value of the role. Changes in work volume are not relevant to this assessment.

- (b) The Employee must first discuss any proposed application under clause 9.4(a) with his or her Manager and/or the General Manager HR. It is open to the Employer to vary the Employee's duties so they fall within the current Classification Level.
- (c) An Employee who is dissatisfied with the initial decision to classify his or her role or a refusal to re-classify his or her role under this Agreement may utilise the Dispute Resolution process (clause 48).

## 10. Salaries and payment of salaries

- 10.1 Where this Agreement (including Schedules) refers to a salary increase as 'taking effect from' a specified date or event, the increase will take effect from the first full pay period commencing on or after the specified date or event.
- 10.2 With effect from **1 July 2024** each Employee will be entitled to a minimum salary which is the higher of:
  - (a) The minimum salary for the applicable classification (as specified for the relevant time period) in Schedule 2, or
  - (b) The amount of his or her Ordinary Pay which applied immediately prior to each of the dates below, increased from that date by the percentage amount specified below:
    - (i) From 1 July 2024: increased by 5%;
    - (ii) From 1 July 2025: increased by 5%;
    - (iii) From 1 July 2026: increased by 5%;
    - (iv) From 1 July 2027: increased by 4.5%.
- 10.3 The allowances set out in this Agreement will be increased during the life of the Agreement in accordance with the percentage increases to the Employee's Ordinary Pay as set out in clause 10.2, with the exception of the uniform reimbursement set out in clause 38.1.
- 10.4 Payment higher than the **Indicative Salary Ranges** for Classification Levels 1 to 5 will not be a standard Incolink practice and will not be used to undermine the collective nature of this Agreement. However, the Employer may, at its sole discretion, pay an Employee a salary which is higher than the specified minimum or higher than the **Indicative Salary Range** for the Classification, where it is necessary and appropriate to do so having regard to the following factors:
  - (a) The need to recruit an Employee with particular in-demand skills, qualifications, capabilities and attributes to a position, or to retain such an Employee; or
  - (b) To provide additional remuneration (including in the form of a lump sum or for the period of a project) to recognise additional duties or responsibilities, exceptional performance or significant additional effort or hours of work.



- 10.5 An Employee within Classifications 1 to 5 who is requested by the Employer to formally act in a position at a higher Classification on a temporary basis for more than 5 days (for example, to cover an Employee taking leave) will be paid at least the minimum salary specified for that higher Classification for that period.
- 10.6 Employees will be paid fortnightly by electronic funds transfer to an account nominated by the Employee. The Employer will not be responsible for any failure of the electronic payment transfer system outside of its control.

## 11. Superannuation

- 11.1 The Employer will make employer superannuation contributions for the benefit of each Employee to the Employee's nominated superannuation fund, or in the absence of the Employee nominating a fund, the Default Fund, at the prevailing general super guarantee percentage plus 4.75% of Ordinary Time Earnings.
- 11.2 The Employer may make contributions to an Employee's nominated fund (or the Default Fund as the case may be) over and above any contributions required by clause 11.1 in accordance with a valid written salary sacrifice agreement between the Employer and the relevant Employee in the form determined by the Employer from time to time and in accordance with any relevant policy that may be established by the Employer from time to time.
- 11.3 Where the Employer makes contributions to an Employee's nominated fund (or Default Fund as the case may be) on behalf of the relevant Employee in accordance with clause 11.2, any contributions required by clause 11.1 shall be based on the relevant Employee's Ordinary Time Earnings as determined immediately before entering into the salary sacrifice agreement under clause 11.2.
- 11.4 For the purposes of this clause:
- (a) **Default Fund** means the 'CBus' superannuation fund, or any successor to that fund.
  - (b) **Ordinary Time Earnings** has the same meaning as defined in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

## PART D: WORKING HOURS ARRANGEMENTS

### 12. Ordinary working hours and breaks

- 12.1 The **ordinary hours of work** for all full time Employees are 35 hours per week, to be worked Monday to Friday. The span of ordinary hours will be from 7am to 5pm. Employees may be required to work reasonable additional hours to their ordinary hours of work in accordance with clause 13.
- 12.2 The **standard working day** (for Employees other than **Mindhealth Services Employees**) will be either 7am to 3pm, or 8am to 4pm, or 9am to 5pm. The **standard meal break** will be one hour (unpaid), usually between the hours of 12 noon and 2pm.



- 12.3 In order to ensure the Employer's business is suitably staffed during core business hours, the Employer may direct each Employee as to his or her:
- (a) Start and finishing times (provided the start time directed is not before 7am, and the finishing time directed is not after 5pm); and
  - (b) Meal and rest break times.
- 12.4 The hours of Part-time Employees will be as set out in an Employee's letter of appointment or as otherwise varied by agreement.
- 12.5 An Employee (other than an employee in the Solutions Team) working a **standard working day** is allowed two 10-minute rest intervals. An Employee working more than three hours on a day but less than a **standard working day** is entitled to one 10-minute rest interval. Rest intervals are counted as time worked.
- 12.6 Due to the nature of the work undertaken, an Employee who works in the Solutions Team working a **standard working day**, is allowed two 15-minute rest intervals. A Solutions Consultant working more than three hours on a day but less than a **standard working day** is entitled to one 15-minute rest interval. Rest intervals are counted as time worked.
- 12.7 **Mindhealth Services Hours Arrangements**
- (a) **Mindhealth Services Employees** may be required as part of their duties to attend construction work sites (regularly or on occasion) and to work directly with Incolink members engaged in the construction industry. This means that **Mindhealth Services Employees** may need to commence earlier or finish later than the standard working day.
  - (b) To meet members' needs, **Mindhealth Services Employees** at the Level 5 classification level may work their ordinary hours of work (35 hours per week) flexibly at times which are agreed between the relevant Employee and his or her manager in a **Mindhealth Services Hours Arrangement**. Any such Arrangement:
    - (i) Must be genuinely agreed by the Employee and his or her Supervisor;
    - (ii) May involve Ordinary Hours of Work being worked flexibly and over a longer span of hours, between the hours of 6am and 7pm, Monday to Friday;
    - (iii) May average the working of Ordinary Hours of Work over a two-week period (that is, 70 Ordinary Hours of work may be worked over a two-week period without being considered to be overtime hours); and
    - (iv) Must include the taking of an unpaid meal break of at least 30 minutes within five hours of commencing work.
  - (c) Ordinary Hours (that is, up to 70 hours per fortnight) worked under a **Mindhealth Services Hours Arrangement** will not be considered as overtime under clause 13 and do not attract penalty rate payments. The salaries paid to **Mindhealth Services Employees** (who are classified at

Level 5 of the Classification structure) reflect the requirements of the role, including working non-standard working hours on occasion.

- (d) If an Employee at the Level 5 Classification who is subject to a **Mindhealth Services Hours Arrangement** works for one or more hours with the prior approval of his or her supervisor in addition to the hours in the **Arrangement**, he or she will be entitled (at his or her election) to either payment for those additional hours at the rates specified in clause 13.3 or an amount of time off equal to the number of additional hours worked. The time off will be taken at a time mutually agreed with the Employer.

### **13. The Employer may require reasonable overtime to be worked**

**13.1** The Employer may require Employees to work reasonable **overtime**, being either:

- (a) Additional hours of work, being:
- (i) For full-time Employees: more than 35 hours per week;
  - (ii) For part-time Employees: hours in addition to the agreed weekly hours;
  - (iii) For Employees subject to a **Mindhealth Services Hours Arrangement**:
    - more than 70 hours in a two-week period; or
    - hours in addition to the hours agreed in that Arrangement; or
  - (iv) except for Employees subject to a **Mindhealth Services Hours Arrangement** of who would not fit within a classification in the Clerks Award, hours worked in excess of 10 ordinary hours on one day;
  - (v) except for Employees subject to a **Mindhealth Services Hours Arrangement** or who would not fit within a classification in the Clerks Award, for part time Employees, hours worked in excess of the rostered daily hours of the part time Employee.
- (b) Hours worked outside of the hours of 7am to 5pm.

**13.2** Part-time Employees and casual Employees who would, but for this Agreement otherwise be covered by the SCHADS Award, will be entitled to payment for overtime for hours worked in excess of 10 ordinary hours on one day.

**13.3** Employees who work under **Mindhealth Services Hours Arrangement** in accordance with clause 12.7 are not entitled to overtime.

**13.4** An Employee may refuse to work overtime where in all the circumstances it is reasonable to refuse. Circumstances to be considered in whether the refusal is reasonable include:

- (a) the Employee's personal circumstances including any family or caring responsibilities;

- (b) the nature, seniority and requirements of the role;
- (c) the notice provided by the Employer for the requirement to work overtime, (including in any role description or team-based or individual work plan);
- (d) the needs of the workplace;
- (e) any risk to health and safety; and
- (f) any other relevant matter, including the matters specified in the National Employment Standards (s.62 of the Fair Work Act 2009).
- (g) Instead of being paid for overtime worked, an Employee may elect, (if the Employer agrees) to instead take an amount of time off work equal to the number of hours of overtime worked. The time off will be taken at a time agreed with the Employer.
- (h) This clause does not apply in respect of hours worked under a **Mindhealth Services Hours Arrangement** under clause 12.7.

**13.5 Payment for overtime or time off in lieu**

- (a) Employees are entitled to payment for overtime or time off in lieu under this sub-clause 13.3.
- (b) Employees are only entitled to payment for overtime or time off in lieu if overtime is approved by an Employee’s supervisor in advance of it being worked.
- (c) The following rates of payment apply for overtime worked:

<b>Classification Level</b>	<b>Overtime Rate of Pay Monday to Saturday</b>	<b>Overtime Rate Sunday and Public Holidays</b>
Levels 1 to 5	Time and a half for the first two hours and double time thereafter	Double time and a half
LPT 1 & LPT 2	Time and a half for the first two hours and double time thereafter	Double time and a half

**13.6 Overtime Meal Costs**

If an Employee is required to work more than two consecutive hours of overtime, the Employee will be paid a meal allowance of \$31.50 (unless a meal is otherwise provided by the Employer).

## 14. Hybrid Work Environment

- 14.1 The Employer acknowledges the value Employees place in a hybrid work environment. Accordingly, the Employer undertakes to consult with Employees should it make a decision to amend any policy which deals with the hybrid work environment.
- 14.2 Should consultation be required in future, that consultation will be undertaken in accordance with the consultation clause contained in this Agreement.

## PART E: LEAVE AND PUBLIC HOLIDAYS

### 15. Annual leave entitlements

- 15.1 Employees other than Casual Employees are entitled to four weeks of annual leave (that is, for full-time Employees, 20 days) on **Ordinary Pay** for each year of service. An Employee's entitlement to annual leave accrues on a continuous basis according to the number of ordinary hours worked.

*Note: Part-time Employees accrue annual leave on a pro-rata basis – see clause 7. This means a part-time Employee working 3 full days a week accrues 12 days annual leave on full pay per year (or 4 weeks annual leave on their ordinary pay of three days per week).*

- 15.2 Annual leave continues to accrue when an Employee takes a period of paid leave and otherwise in accordance with the FW Act.
- 15.3 In accordance with the FW Act, an Employee who is medically ill while on annual leave and who produces satisfactory evidence in the form of a medical certificate or statutory declaration may convert that annual leave taken to Personal/Carer's Leave (with credits adjusted accordingly).
- 15.4 Public holidays falling during annual leave periods are not counted as annual leave.

### 16. Applying for and taking annual leave

- 16.1 An Employee seeking to take annual leave must complete a leave request detailing the dates and number of days required. Reasonable notice (generally, at least three months' notice) should be given if an Employee is seeking to take more than 20 days of annual leave in one block.
- 16.2 In considering a request for annual leave, the Employer will give consideration to the Employee's needs and personal circumstances, the period of notice given and whether the Employee's work can be reasonably covered during the period of absence.
- 16.3 Requests for annual leave will not be unreasonably refused by the Employer. Where a request for annual leave cannot be granted, the Employer will give reasons for such refusal.

- 16.4 Annual leave will be paid to the Employee in the ordinary pay cycle (fortnightly), but will be paid in advance if the Employee requests.
- 16.5 Annual leave is provided to each Employee for the purposes of rest and recreation away from work. Employees are strongly encouraged to use their annual leave for this purpose. Accordingly:
- (a) Where an Employee has accrued in excess of 25 days annual leave, the Employer will firstly seek to reach agreement with the Employee on how to reduce the Employee's leave balance within a reasonable timeframe.
  - (b) Employees will be permitted to accrue more than 25 days leave where they have developed a leave reduction plan and reached agreement with their Manager in consultation with the General Manager HR for the taking of such leave.
  - (c) In the absence of such agreement, the Employer may (by giving at least 4 weeks' written notice) direct the Employee to take an amount of annual leave to reduce the balance to 25 days or more.
  - (d) An Employee may "cash out" an amount of annual leave, provided the following requirements are met:
    - (i) The Employer and the Employee agree freely (without force or pressure) in writing to the Employee cashing out a period of annual leave;
    - (ii) The Employee retains a balance of at least 4 weeks' annual leave after the period of annual leave is cashed out (that is, 20 days for full-time Employees or pro-rata for part-time Employees); and
    - (iii) The payment made for the period of annual leave cashed out will be the same amount as the Employee would have been paid if he or she took the annual leave forgone.

## 17. Annual Lump Sum Payment

- 17.1 The Employer will pay to each Employee an Annual Lump Sum Payment in the final pay period of December of each year, equal to the amount of 17.5 per cent of the amount of Employee's **Ordinary Pay** that would be paid for four weeks' work.
- 17.2 Where an Employee has been employed for less than one full calendar year prior to the December payment date, a *pro-rata* payment will be made (for example, an Employee employed for 9 months of the previous year will receive 9/12<sup>ths</sup> of the Annual Lump Sum Amount).
- 17.3 The Annual Lump Sum entitlement in this clause will only apply in the event that 'annual leave loading' remains an entitlement in the Awards. If the entitlement is removed from the Awards, the Employer will pay a pro-rata payment from the date of the previous year's payment to the date of effect that the Award entitlement is removed and will not make any further Annual Lump Sum payments thereafter.

Note: Casual Employees do not receive the Annual Lump Sum Payment.

## 18. Purchased Leave

- 18.1 An Employee may request to ‘purchase’ up to 20 additional days of leave per year. The Employee’s salary will then be reduced by the amount of leave purchased, spread over 26 fortnightly pay periods (“the **purchased leave salary**”).
- 18.2 The Employer will not unreasonably refuse a request for purchased leave but may make its agreement subject to any or all of the following conditions:
- (a) That the purchased leave is taken:
    - (i) within a specified period after it is accrued (this will usually be a requirement);
    - (ii) at a particular time of the year; or
    - (iii) at a time to be agreed with the Employer (for example, having regard to business needs);
  - (b) That a minimum period of notice be given before purchased leave is taken; or
  - (c) That the Purchased Leave must be taken in agreed blocks.
- 18.3 Purchased leave will accrue continuously, in the same way as Annual Leave. An Employee wishing to cease a purchased leave arrangement may do so by giving one month’s notice.
- 18.4 The **purchased leave salary** will be used for the purposes of calculating payment of Personal/Carer’s Leave, Compassionate Leave, Superannuation contributions, Annual Lump Sum Payments and any other form of leave or entitlement taken while the purchased leave arrangement is in place. However, the paid component of Parental Leave and Long Service Leave taken during employment or paid on termination of employment will be paid at the Employee’s full salary rate. Any payments made subsequent to termination of employment (including payments in lieu of notice, severance payments and payments for accrued and untaken Personal/Carer’s Leave) will also be paid at the Employee’s full salary rate.

## 19. Paid Personal/Carer’s Leave

- 19.1 Employees (other than casual Employees) will accrue 10 days of paid Personal/Carer’s Leave per year of service, which will accumulate from year to year. Personal/Carer’s leave will accrue progressively according to an Employee’s ordinary hours of work and will be credited fortnightly.

Note: Part-time Employees accrue Personal/Carer’s Leave *pro-rata* depending on the proportion of full-time hours worked.

- 19.2 An Employee may take Paid Personal/Carer’s Leave if he or she:
- (a) Is unfit for work because of personal illness (including pregnancy-related illness) or injury; or

- (b) To provide care or support to a member of their **Immediate Family** or household for whose care the Employee is responsible, because of a personal illness, injury or unexpected emergency affecting that person.

19.3 Paid Personal/Carer's Leave accrues in accordance with the FW Act.

19.4 Paid Personal/Carer's leave will not accrue in respect of any period where the Employee is in receipt of weekly payments of workers compensation but is not performing any duties.

19.5 If the period of Paid Personal/Carer's Leave includes a day or part-day that is a public holiday or an Incolink Close-down Day, the Employee is not on paid Personal/Carer's Leave on that day.

## 20. **Payments in lieu of Paid Personal/Carer's Leave entitlements**

20.1 Employees will be paid out the amount of any accrued but untaken Personal/Carer's Leave upon ceasing of employment (except where the employer initiates the termination for the reason of misconduct). Payment will be based on the Employee's **Ordinary Pay**, received immediately prior to termination.

20.2 An Employee may request their manager and the General Manager HR for approval to 'cash out' an amount of his or her accrued Personal/Carer's Leave entitlements while employed by the Employer. Any decision to approve the 'cashing out' of an amount of Paid Personal/Carer's Leave is at the absolute discretion of the Employer and subject to the requirements in clause 20.3.

20.3 A period of Paid Personal/Carer's Leave will only be cashed out if the following requirements are met:

- (a) The Employee retains a balance of at least 15 days of accrued Paid Personal/Carer's Leave after the period of Paid Personal/Carer's Leave is cashed out.
- (b) Each cashing out of a particular amount of Paid Personal/Carer's Leave is made by a separate agreement in writing between the Employer and the Employee.
- (c) The Employee is paid the full amount that would have been payable to the Employee had the Employee taken the period of Paid Personal/Carer's Leave forgone.

## 21. **Unpaid leave**

### 21.1 **Unpaid Personal/Carer's Leave - casual Employees**

Casual Employees are entitled to two days of unpaid carer's leave for each occasion that a member of the Employee's Immediate Family, or a member of the Employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or



- (b) an unexpected emergency affecting the member.

## 21.2 Unpaid Personal/Carer's Leave - permanent Employees

- (a) If a permanent Employee has run out of paid Personal/Carer's Leave, he or she may take up to three months Unpaid Leave (cumulative over a 12 month period) if he or she is unfit for work because of their own personal illness (including pregnancy-related illness) or injury, or to provide care or support to a member of their **Immediate Family** or household for whose care the Employee is responsible, because of a personal illness, injury or unexpected emergency affecting the member.
- (b) The Employer may agree to provide additional Unpaid Personal/ Carer's Leave, subject to the Employee responding to relevant inquiries and if requested, undergoing a medical examination(s) by a medical practitioner or practitioners of the Employer's choosing concerning the Employee's present and future capacity to perform the requirements of the position.

Note: The Employee may also be entitled to insurance benefits under the income protection policies referred to in clause 37.

## 21.3 Personal/Carer's Leave - Emergency situations, discretionary paid or unpaid leave

- (a) An Employee can use his or her accrued Personal/Carer's Leave (or with the Employer's agreement take additional paid or unpaid leave, or take leave in advance of it being accrued), for the purposes of:
  - (i) Giving blood or tissue donations;
  - (ii) Cultural or ceremonial activities;
  - (iii) Voluntary emergency management activities (being those emergency and natural disaster related activities to which sections 108 and 109 of the *Fair Work Act 2009* apply);
  - (iv) With the Employer's agreement and consistent with any applicable **EPM**, other recognised volunteer activities including defence reserve activities;
  - (v) Required attendance in legal proceedings, other than as a juror; or

*Note: Arrangements for payment during jury service are covered by the National Employment Standards also by state laws. See [www.fairwork.gov.au](http://www.fairwork.gov.au) (search jury service) for more information.*

- (vi) Dealing with an emergency-related or other personal situation which meets all of the following criteria: it is both urgent and unplanned; it cannot reasonably be dealt with by the Employee outside of working hours; and it cannot be covered by the taking of Annual Leave, or Annual Leave in advance.

## 21.4 Other unpaid leave



- (a) The Employer may at its discretion agree to an Employee's request to take a period of leave without pay.
- (b) The Employee's service during approved unpaid leave is regarded as continuous, but unpaid leave will not count for the purpose of calculating eligibility for or the amount of any entitlement (such as severance pay or any form of leave).

## 22. **Compassionate Leave**

- 22.1 An Employee (including a casual Employee) is entitled to two days of compassionate leave to spend time with a member of their **Immediate Family** or household who has sustained a life-threatening illness or injury.
- 22.2 An Employee (including a casual Employee) is entitled to five days of compassionate leave if:
  - (a) A member of the Employee's Immediate Family or household dies;
  - (b) A child is stillborn who would have been a member of the Employee's Immediate Family or household had the child been born alive; or
  - (c) The Employee, or the Employee's spouse or de facto partner has a miscarriage.
- 22.3 The Employer may allow an additional two days of Compassionate Leave if the circumstances required the Employee to travel a significant distance (interstate or overseas) to spend time with the person or to attend their funeral.
- 22.4 An Employee may take compassionate leave for each occasion as follows:
  - (a) a single continuous two-day period; or
  - (b) two separate periods of one day each; or
  - (c) in the event of a death a period of up to five days; or
  - (d) any other combination agreed between the Employee and Employer.
- 22.5 Full-time and part-time Employees will be paid for compassionate leave at the Employee's **Ordinary Pay**. Compassionate leave will be unpaid for Casual Employees.
- 22.6 The Employer may (at the discretion of the Chief Executive Officer) in compassionate circumstances, provide an Employee with additional special paid or unpaid leave or access to the Employee's accrued Annual leave or Personal/Carer's Leave.

## **23. Notice and evidence requirements for Personal/Carer's or Compassionate leave**

- 23.1** For all periods and forms of Personal/Carer's or Compassionate Leave in this Part of the Agreement, whether paid or unpaid, an Employee must give the Employer notice of the taking of such leave 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.
- 23.2** An Employee is required to produce a certificate from a Registered Medical Practitioner stating the name of the Registered Medical Practitioner and the days of certified absence due to illness or injury (or if that is not reasonably practicable, a statutory declaration by the Employee) for:
- (a) any absence of two days or more on Personal/Carer's; or
  - (b) any shorter absence, if requested by the Employer.
- 23.3** Where an Employee takes a period of compassionate leave, the Employee must provide the Employer with evidence the Employer reasonably requires of the illness, injury or death of the **Immediate Family** or household member. This may include (but will not be limited to) a certificate from a Registered Medical Practitioner or a statutory declaration.
- 23.4** Evidence required by this clause must be provided as soon as practicable after the leave is taken or the request is made to provide the evidence.
- 23.5** A failure by the Employee to provide such evidence without reasonable excuse will result in the absence being treated as unauthorised leave (which will be unpaid) or, with the Employee's agreement, as annual leave. The Employer may adjust the Employee's salary and leave credits accordingly.

Note: A wilful refusal to provide such evidence may also result in disciplinary action.

## **24. Long Service Leave**

- 24.1** Employees are entitled to long service leave in accordance with the applicable State long service leave legislation.

## **25. Community Service and other leave**

- 25.1** The National Employment Standards specify leave entitlements to be provided to Employees (including casual Employees) engaged in voluntary emergency management activities and jury service.

### **The NES and Community Service Leave**

The NES includes rights for Employees (including casual employees) to be absent from work for the purpose of performing certain community service activities, such as emergency management activities and jury service. The NES sets out definitions of 'emergency management activity', the requirements for notice and how 'top-up pay' for jury service works.

More information about the NES Community Service Leave can be found at the Fair Work Ombudsman Fact Sheet at <https://www.fairwork.gov.au/ArticleDocuments/2221/FWO-Fact-sheet-Community-service-leave-and-the-NES.pdf.aspx?Embed=Y>

See also clause 21.3 which allows accrued Personal/Carer's Leave to be used for emergency management activities.

**25.2** Subject to valid State and/or Federal Government declaration, employees will be provided with up to 15 days (5 paid and 10 unpaid) leave for permanent full-time employees, and on a pro-rata basis for permanent part-time employees to deal with medical, family and, housing matters relating to:

- (a) Pandemics
- (b) Quarantine as a result of disease, illness or pandemic (other than when appropriate working from home arrangements can apply)
- (c) Bushfires
- (d) Floods
- (e) Storms
- (f) Other public health or natural disasters as they arise from time to time.

## **26. Public Holidays**

**26.1** The National Employment Standards specify the public holidays on which Employees are entitled to be absent without loss of pay (s.115 of the FW Act). State gazetted public holidays will apply for each State in which the Employee is engaged.

## **27. Incolink Close-down Days**

**27.1** In addition to public holidays, Employees are entitled to time off work without loss of pay on the following days when Incolink's office is not open for business ("**Incolink Close-down days**"), namely:

- (a) One day immediately prior to Christmas Day and the three days between Christmas Day and New Year's Day which are not public holidays; and
- (b) The Monday between Melbourne Cup Day and the preceding Sunday.

**27.2** The Employer may request an Employee to perform work on an **Incolink Close-down Day**. An Employee may refuse to work where in all the circumstances (including the Employee's personal circumstances and the Employer's business needs), it is reasonable to refuse.

**27.3** If an Employee agrees to such a request and performs work on any **Incolink Close-down Day** (including work performed from home), the Employee may take equal

time off on another day. Time off under this clause must be taken at a time agreed between the Employee and his or her supervisor.

## **28. First Nations Cultural Leave**

- 28.1** Employees who identify as First Nations, Aboriginal or Torres Strait Islanders are entitled to paid cultural leave which can be accessed to participate in any of the following:
- (a) Cultural and ceremonial obligations under Aboriginal and Torres Strait Island lore, customs or traditional law;
  - (b) Community cultural events such as NAIDOC Week activities, Reconciliation Week, Sorry Day, Mabo Day etc.
  - (c) Commemoration or sorry business in association with the death of an Aboriginal or Torres Strait Island person.
- 28.2** This leave type is available to Aboriginal Australian and Torres Strait Islander Employees. Application of this clause is not limited to those Employees who self-identify as Aboriginal or Torres Strait Islander through a HR process or system. The Employer has a genuine concern about the legitimacy of a request, it may request reasonable evidence from the Employee.
- 28.3** The list of cultural and ceremonial obligations/events captured in clause 27.1 is not exhaustive. Requests for Cultural Leave will not be unreasonably refused.
- 28.4** Up to 10 days of paid Cultural Leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out upon termination.
- 28.5** Up to 10 days is available irrespective of whether the eligible Employee is part time or full time. The leave can also be taken as part-days where required.
- 28.6** The Employer will assess each application for cultural leave on its merits and consider the personal circumstances of the Employee seeking the leave.
- 28.7** The Employer has request reasonable evidence of the legitimate need for the Employee to be allowed time off. The requirement for 'reasonable evidence' should be applied in the same manner as for existing leave types.
- 28.8** If an Employer requires an employee to attend to business associated with an Aboriginal or Torres Strait organisation, or an organisation that works to facilitate first Nations interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.
- 28.9** Cultural leave granted under this clause is in addition to the leave provided in the event of the death of an immediate family member by clause 22 'Compassionate Leave' of this Agreement. The leave should not be substituted in situations where another paid leave type may be suitable, such as compassionate or personal leave. In circumstances where compassionate leave is taken due to the death of an

Aboriginal or Torres Strait Islander person an Employee may request to take Cultural Leave in addition to any compassionate leave entitlement in order to attend to ceremonial or sorry business.

## **29. Cultural Leave Substitution**

### **29.1 Substitution of Public Holidays**

An individual employee and Incolink may agree in writing to substitute a public holiday for another day, including but not limited to days of cultural significance.

**29.2** If a public holiday is substituted for another day, then the original public holiday will be treated as an ordinary day of work, and all public holiday entitlements (including but not limited to penalty rates, as mentioned above) will attach to the substituted day only.

**29.3** Incolink will not unreasonably refuse requests to substitute public holidays.

## **30. Family & Domestic Violence Leave and Related Matters**

### **30.1 Preamble**

(a) The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Incolink is committed to supporting Employees who experience family violence.

(b) **Family and domestic violence** means violent, threatening or other abusive behaviour by a member of an Employee's Immediate Family (or a relative of the Employee under Aboriginal or Torres Strait Islander kinship rules) that seeks to coerce or control the Employee and that causes them harm or to be fearful.

### **30.2 General Measures**

(a) The Employer may require evidence that would satisfy a reasonable person that leave is taken for a purpose contemplated by this clause **Error! Reference source not found.** Depending upon the circumstances, such evidence may include an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse, a Family Violence Support Service or Lawyer, or a statutory declaration.

(b) As far as reasonably practicable, the Employer will take steps to ensure all information concerning any notice or evidence provided under this clause **Error! Reference source not found.** will be kept confidential. However, the Employer may disclose information where required by law, or where the Employer considers it necessary to protect the life, health or safety of the Employee or another person.

(c) No information will be kept on an Employee's personnel file without their express written permission.

- (d) No adverse action will be taken against an Employee whose performance at work suffers as a result of family or domestic violence except in the event of serious misconduct.
- (e) Incolink will identify a contact or contacts within the workplace who will be trained in family and domestic violence and privacy issues, for example, training in family violence risk assessment and risk management ('**workplace contacts**'). Incolink will advertise the name of the contact within the workplace.
- (f) An Employee experiencing family and domestic violence may raise the issue with their immediate Manager or the workplace contact. The Manager may seek advice from the workplace contact if the Employee chooses not to see the workplace contact.
- (g) Where requested by an Employee, the workplace contact will liaise with the Employee's Manager on the Employee's behalf and will make a recommendation on the most appropriate form of support to provide under this clause.
- (h) Incolink will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

### **30.3 Leave**

- (a) A full-time or part-time Employee may take up to 20 days per year (non-cumulative) of paid special leave where the Employee:
  - (i) is experiencing family and domestic violence; and
  - (ii) needs to do something to deal with the impact of the family and domestic violence but it is impracticable to do so outside of their ordinary hours of work;
- (b) Casual Employees will be entitled to five days unpaid Domestic Violence Leave in the circumstances contemplated by clause 30.3.
- (c) Domestic Violence Leave will be in addition to the leave entitlements under this Agreement. Domestic Violence Leave may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval. However, an Employee must endeavour to notify the Employer as soon as practicable of their need to take the leave (which may be after the leave has started).
- (d) An Employee who supports a person experiencing family and domestic violence may take Personal/Carer's Leave for the purpose of accompanying them to court, to hospital, or to mind children.

### **30.4 Individual Support**

- (a) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, Incolink

will approve any reasonable request from an Employee experiencing family and domestic violence for:

- (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 Incolink.
  - (iv) a change to their telephone number or email address to avoid harassing contact;
  - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An Employee experiencing family and domestic violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family and domestic violence.
- (c) An Employee who discloses to the workplace contact or their Manager that they are experience family and domestic violence will be given a resource pack of information regarding support services.

## **PART F: PARENTAL LEAVE AND FLEXIBILITY ARRANGEMENTS**

### **31. Parental Leave**

- 31.1 The National Employment Standards specify the rights and entitlements of Employees to Parental Leave (Division 5 of Part 2.2 of the *Fair Work Act 2009*).

#### **The NES and Parental Leave**

The NES includes rights and requirements regarding:

- Parental Leave and adoption leave, including processes for extending that leave
- Special leave (including illness during pregnancy, loss of child)
- Secondary carer leave
- Safe job during pregnancy
- Return to the employee's position
- Providing notice
- Extending the period of leave, including by requesting an additional 12 months parental leave.

More information about the NES right to Parental Leave can be found at the Fair Work Ombudsman Fact Sheet at <https://www.fairwork.gov.au/ArticleDocuments/2221/FWO-Fact-sheet-Parental-leave-and-related-entitlements-and-the-NES.pdf.aspx?Embed=Y>

### **31.2 Paid Parental Leave**

- (a) A full-time or part-time Employee who has had 12 months' or more continuous service with the Employer who takes Parental Leave as provided



by the National Employment Standards as the primary care-giver of a child will be entitled to be paid her or his **Ordinary Pay** for up to 26 weeks' of that Parental Leave.

- (b) The Employee may take the paid component of his or her Parental Leave:
  - (i) In a single block or two blocks (for example, over two tax years);
  - (ii) At half-pay or full-pay; or
  - (iii) A combination of the above.

**31.3** A full-time or part-time Employee who has had 12 months' or more continuous service with the Employer and whose partner accesses Parental Leave as provided by the National Employment Standards, will be entitled to access Paid Parental Leave and to be paid his or her **Ordinary Pay** for up to four (4) weeks, as a care-giver of that child, provided that leave is taken within 12 months of the birth of the child. For clarify, the Employee may choose to access the four (4) weeks provided by this clause, at the same time as their partner is accessing Paid Parental Leave.

#### **31.4 Parental Leave Top Up Pay**

- (a) A full-time or part-time Employee who has had 12 months' or more continuous service with the Employer who takes Parental Leave is entitled to parental leave top up pay being the difference between the amount of payment he or she is entitled to under the *Paid Parental Leave Act 2010* and her or his **Ordinary Pay** following the conclusion of their period of paid parental leave.
- (b) Paid Parental Leave and Top Up pay must be requested 4 weeks prior to the Employee taking that leave. In the case of Paid Parental Leave Top Up Pay, the Employee must be the primary care giver at the time of leave and must provide evidence that their application for parental leave under the *Paid Parental Leave Act 2010* has been approved by the relevant Government department, not later than four weeks prior to taking that leave.

Note: An Employee taking unpaid partner leave may be entitled to be paid by the Australian Government during this period of unpaid leave under the "dad and partner pay" provisions of the *Paid Parental Leave Act 2010*. More information is available at <http://www.humanservices.gov.au/customer/services/centrelink/dad-and-partner-pay> .

#### **31.5 Taking other leave in conjunction with Parental Leave or Partner Leave**

- (a) An Employee may seek to take other forms of leave (such as long service leave or annual leave) in conjunction with their Parental Leave or Partner Leave in a flexible manner, including at half pay.
- (b) The Employee will advise the Employer in writing of his or her proposal for the taking of all such leave not less than six weeks before the Employee intends to take that leave. The Employer will not unreasonably withhold agreement to a proposal.



## 32. Right to request Flexible Working Arrangements

32.1 The National Employment Standards specify Employee entitlements to request Flexible Working Arrangements (Division 4 of Part 2.2 of the *Fair Work Act 2009*).

32.2 In addition to the categories of Employees listed in s.65 of the *Fair Work Act 2009*, Employees who are pregnant may request a Flexible Working Arrangement if their pregnancy is affecting their capacity to work their normal hours of work. In respect of such Employees, subsections (2) to (6) inclusive of section 65 of the *Fair Work Act 2009* will apply as if they were terms of this Agreement.

Note: Employees are encouraged to obtain their own advice about the potential impact of any changes to their hours of work on the provision of Australian Government paid parental leave.

### The NES and the Right to Request Flexible Working Arrangements

The NES include a right for certain Employees (ongoing Employees with 12 months service, regular long-term casuals) to request flexible working arrangements (such as changes in hours of work) from their employer. An Employee may request a change in their working arrangements from their employer if they require flexibility because they:

- are the parent, or have responsibility for the care, of a child who is of school age or younger
- are a carer (within the meaning of the *Carer Recognition Act 2010*)
- have a disability
- are 55 or older
- are experiencing violence from a member of their family, or
- provide care or support to a member of their immediate family or household, who requires care or support because they are experiencing violence from their family.

If an Employee is returning to work after taking parental or adoption leave, the Employee may request to return to work on a part-time basis to help them care for the child.

Examples of changes in working arrangements may include:

- changes in hours (e.g. reduction in hours worked, changes to start/finish times),
- changes in patterns of work (e.g. working 'split-shifts' or job-sharing arrangements)
- changes in location of work (e.g. working from home or another location).

An employer can refuse such a request on 'reasonable business grounds' including but not limited to

- that the new working arrangements requested by the Employee: would be too costly for the Employer; would be likely to result in significant loss of efficiency or productivity; or would be likely to have a significant negative impact on customer service
- there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee
- it would be impractical to change the arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee

More information about the NES Right to request Flexible Working Arrangements can be found at the Fair Work Ombudsman Fact Sheet at

<https://www.fairwork.gov.au/ArticleDocuments/2221/FWO-Fact-sheet-Requests-for-flexible-working-arrangements-NES.pdf.aspx?Embed=Y>

## 33. Individual Flexibility Arrangements

33.1 The Employer and an Employee may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of this Agreement if:

- (a) the IFA deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) allowances;
    - (iv) expenses;
    - (v) remuneration (including superannuation); and/or
    - (vi) leave; and
  - (b) the IFA meets the genuine needs of the Employer and the Employee in relation to one or more of the matters mentioned above; and
  - (c) the IFA is genuinely agreed to by the Employer and the Employee.
- 33.2** The Employer must ensure that the terms of the IFA:
- (a) are about permitted matters under s.172 of the FW Act; and
  - (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.
- 33.3** The Employer must ensure that the IFA:
- (a) is in writing; and
  - (b) includes the name of the Employer and the Employee; and
  - (c) is signed by the Employer, the 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 Agreement that will be varied by the IFA; and
    - (ii) how the IFA 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 IFA; and
    - (iv) states the date on which the IFA commences.
- 33.4** The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.
- 33.5** The Employer or the Employee may terminate the IFA:
- (a) by giving no more than 28 days written notice to the other party to the IFA; or
  - (b) by written agreement between the Employer and the Employee , at any time.

## **PART G: OTHER CONDITIONS**

### **34. Expenses, Travel and Vehicles**

**34.1** An Employee who incurs work related expenses is entitled to be reimbursed by the Employer, provided that:

- (a) Acceptable evidence including receipts are provided; and
- (b) The Employee has complied with the applicable **EPM** expenses policy in operation from time to time, including any requirements for prior approval.

### **34.2 Annual professional accreditation or registration fees**

An Employee who is otherwise required to be professionally registered or accredited in order to perform his or her role with Incolink, is entitled to be reimbursed the amount of any annual registration or accreditation fee paid by him or her, on presentation of receipts. The costs of any other activities related to gaining or maintaining professional accreditation will be the Employee's responsibility, unless approved in advance by the Employer in accordance with the **EPM**.

**34.3** An Employee who is required to travel on official business and is away overnight is entitled to be reimbursed for the reasonable expenses incurred in such travel. Payment is subject to the Employee complying with all relevant Employer Policies and procedures, including obtaining approvals as required.

**34.4** Company vehicles may be provided to Employees at the sole discretion of the Employer.

### **35. Distance Work**

**35.1** Where an Employee is required to attend a job at such a distance from the Employee's usual place of residence and the Employee cannot reasonably return to that place of residence each night, the Employee will be provided with reasonable board and lodging in a well-kept establishment with three adequate meals each day, adequate furnishings, bedding and be accommodated in a single or twin room of their own.

**35.2** Time spent travelling to or from a distance job is to be paid at the applicable wage, penalty or overtime rate up to a maximum of eight hours.

**35.3** Any meals incurred while travelling are to be compensated via the payment of a meal allowance as provided for in clause 13.6 of this Agreement.

**35.4** For the purpose of this clause, travelling time shall be calculated as the time taken for the journey from the employee's usual place of residence.

## **36. Training and Study Support**

- 36.1** The Employer encourages Employees to undertake or continue study or training that contributes directly to the achievement of Incolink's corporate objectives. The Employer's consideration of any request for training and study support is subject to factors including team and company budgets, the achievement of corporate objectives, value for money and assisting Employees to perform their roles or achieve career goals within Incolink.
- 36.2** The Employee's training needs will be discussed and agreed by the Employee's direct supervisor during the Employee's annual performance review and planning (clause 40).
- 36.3** Support measures must be agreed in advance and may include:
- (a) Up to five days' paid study or exam leave in each financial year;
  - (b) Access to an Individual Flexibility Arrangement (clause 33);
  - (c) Provision of internal or external training opportunities; or
  - (d) Agreement to reimburse (in whole or part) training or study fees upon satisfactory completion.
- 36.4** Employees engaged as full-time counsellors, social workers or otherwise providing direct client services are eligible for up to 10 professional supervisions sessions to be paid by the Employer. This will be provided on a pro-rata basis for part-time Employees.

## **37. Leisure Time and Personal Accident insurance cover**

- 37.1** The Employer will provide all Employees with cover under Incolink's insurance product known as *Accident and Illness Benefits Program for Incolink Staff* insurance cover, as well as the applicable Corporate travel cover. The insurance coverage and conditions may be varied at any time at the Employer's or insurer's discretion. Other insurance options may be offered to Employees at the Employee's own cost. Details of the policy cover as at the date of this Agreement are contained in **Schedule 3**.

## **38. Uniforms**

- 38.1** A branded corporate uniform is available to all Employees (except for field staff) who wish to take part (it is not compulsory). The Employer will contribute up to \$500 including GST per annum (ordered once annually) towards an Employee's purchase of corporate uniforms of the approved standard and cost (as may be set and varied from time to time in the Employer's Dress code and Uniform policy).
- 38.2** One item of branded clothing (such as hoodie or polo top) will be provided annually at the Employer's cost. The type of clothing provided will be at the Employer's discretion.

- 38.3 Field staff attire sourced from a specialist outdoor/safety wear supplier, will be provided to those Employees who have not participated in the corporate uniform allocation and who regularly represent the Employer on external worksites and across the industry. These items will be ordered on an annual basis with the same Employer contribution limit as for corporate uniforms.
- 38.4 Operations Field staff or staff who are required to regularly go onsite and who commence with Incolink outside of the annual uniform ordering cycle, will be allocated a start-up allowance to purchase the following items of branded clothing upon commencement:
- (a) Mix of five long and short sleeve shirts
  - (b) Three pairs of long pants
  - (c) Warm jacket
- 38.5 Personal protective equipment will be purchased for use by field staff at Incolink worksites or for use whenever representing Incolink at external sites. Equipment will be replaced (if a requirement is demonstrated) but is not automatically replaced annually. The equipment must be kept by the Employee in an acceptable condition to meet industry safety requirements and remains the property of the Employer.
- 38.6 The cost of laundering or dry-cleaning items of uniform will be at the Employee's personal cost.
- 38.7 Branded uniform items must be returned by the Employee to the Employer on termination of employment, if requested.
- 38.8 Uniform allowances are not able to be taken as cash and are for optional participation.

## **39. Responsibility Allowances**

- 39.1 The Employer will pay an allowance of \$27.56 per fortnight to an Employee who performs one or more additional roles of responsibility, as outlined below. Payment of the allowance will be subject to the Employer being satisfied that the Employee is diligently discharging the responsibilities of the role. All allowances will be adjusted annually by the same percentage increase that applies to wages under this Agreement. The increase will take effect at the same time as the wage increase.
- 39.2 A schedule setting out the adjusted allowances will be made available to all Employees whose employment is covered by this Agreement by no later than two weeks' after the adjusted allowances take effect.
- (a) An Employee appointed by the Employer to be a First Aid Officer, who is trained in first aid and holds a current First Aid certificate of at least level 2;
  - (b) An appointed OH&S Representative, who holds a current Health Safety Representative Certificate;
  - (c) An Employee appointed by the Employer to be a Fire Warden, who holds relevant fire safety accredited training and certification.

## PART H: PERFORMANCE REVIEW AND DISCIPLINE

### 40. Annual Performance Review and Planning

- 40.1 Managers, Supervisors and Employees are strongly encouraged to discuss job performance and future goals and provide feedback and guidance on an informal day-to-day basis. Employees should be recognised for positive and pro-active performance which supports the achievement of Incolink's corporate goals and which contributes to a productive, effective, high-performing and enjoyable workplace. If necessary, Employees should be given guidance and support to improve their performance.
- 40.2 Performance review and planning will occur annually in accordance with the principles above and with any applicable Policy. The Policy must include the following elements:
- (a) Development of an annual plan that sets out the expectations, goals and objectives for the Employee in his or her role, for the year ahead;
  - (b) Discussing and recording of any significant and ongoing sustained changes to the Employee's responsibilities and duties and any remuneration increase within a Classification or re-classification to a higher classification agreed to be made in recognition of such changes;
  - (c) Provision for at least one review within each annual cycle which involves:
    - (i) Providing meaningful and constructive feedback on performance;
    - (ii) Providing support and guidance to achieve the expectations, goals and objectives; and
    - (iii) The identification of learning, development or training needs and measures to achieve those needs.

### 41. Disciplinary procedure

- 41.1 The Employer's goal is to create a fair and efficient environment for all Employees and to assist Employees to perform their duties in the required manner and standard of performance. The Employer expects all Employees to follow any applicable policies and procedures and to perform their duties to the standard reasonably expected of them in their position.
- 41.2 Disciplinary action (including possible termination) may be taken in the event of:
- (a) An Employee's contravention of the contract of employment or Employer's policy, misconduct or **serious misconduct**; or
  - (b) Unsatisfactory performance by an Employee, being performance which does not meet an acceptable standard for the position, and which has not improved despite informal performance counselling.



- 41.3 Incolink values its clients' privacy and complies with all of its obligations under state and federal privacy laws. Wilfully committing, aiding or assisting any breach of those laws or of Incolink's Privacy Policy (as included in the **EPM** and which may be varied from time to time) is considered serious misconduct and may result in termination of employment without notice.
- 41.4 Where disciplinary action under this clause primarily relates to the Employee's unsatisfactory performance (clause 41.2(b), the Employer will follow each of the Stages in clause 41.6 below. Where the disciplinary action relates to other issues (contravention of the contract of employment or Employer's policy, misconduct or **serious misconduct** - clause 41.2(a)) the Employer will take into account the nature and seriousness of the issue and may commence the process at any of the Stages set out below or omit Stages if it considers it appropriate in all the circumstances.
- 41.5 This disciplinary process is not required to be followed in the case of probationary Employees (or Employees who have otherwise served less than six months with the Employer).
- 41.6 Disciplinary action may involve any or all of the following Stages:
- (a) **Stage 1: Discussion, Counselling and Verbal Warning:** This is a verbal conversation where the Employer and his or her immediate Manager will discuss the concerns about performance or the relevant events/incidents. This will result in recommendations for improvements, together (where appropriate) with an action or training plan with time lines. The focus of this stage is primarily directed towards correcting and/or improving the Employee's performance or conduct in the workplace and supporting Employees to perform to an optimum level. A verbal warning may be given.
  - (b) **Stage 2: First Written Warning:** If there is no significant improvement in performance as agreed in Stage 1, or further unacceptable conduct takes place, the Employee's Manager may issue a First Written Warning. Expectations relating to conduct and/or performance improvement will be clearly explained to the Employee and the Employee will be informed their ongoing employment may be at risk if those expectations are not met. Documents related to the giving of the warning will be placed on the Employee's personnel file.
  - (c) **Stage 3: Final Written Warning:** A final warning may be issued if the Employee's performance does not increase to the required standard or further unacceptable conduct (of any kind) occurs, or if the matter is serious enough to warrant proceeding immediately to give a Final warning. Expectations relating to conduct and/or performance improvement will be clearly explained to the Employee. It will be made clear to the Employee that further unsatisfactory or unacceptable performance or conduct is likely to result in termination of employment. A copy will be placed on the Employee's personnel file.
  - (d) **Stage 4: Termination:** The Employer may terminate the Employee's employment.

**41.7 Fair process requirements in the disciplinary process**

- (a) Throughout all Stages of the disciplinary process above, the Employee will be provided with a reasonable opportunity to make representations and to respond to allegations of unsatisfactory performance/behaviour or misconduct.
- (b) Where any formal warning is given, the Employee will be provided with the opportunity to respond to that warning in writing and to discuss the matter with a more senior manager.
- (c) Relevant documents related to the disciplinary process will be placed on the Employee's personnel file.
- (d) If an investigation into an allegation regarding an Employee's conduct needs to be carried out, then the Employer may:
  - (i) direct any Employee to participate in an investigation, including complying with any reasonable request made by the Employer in connection with the investigation;
  - (ii) direct any Employee to perform alternative or part-duties, to cease contact with any person, to return property, to not attend certain premises; or
  - (iii) direct any Employee to take special leave with full pay during the investigation.
- (e) The Employee may have a representative person of his or her choice present in disciplinary process meetings. The Employee will be provided with a reasonable opportunity to contact their representative and have them present in a disciplinary process meeting.

**PART I: \_TERMINATION AND REDUNDANCY**

**42. Notice of termination to be given by Employer**

**42.1** The Employer may terminate the employment of an Employee by giving notice in writing, payment in lieu of such notice (paid at the Employee's Ordinary Pay) or a combination of both. The amount of notice required to be given is:

<b>Length of service</b>	<b>Notice to be given (or paid in lieu)</b>
In the case of Employees in Classifications 1 to 5 or LPT Level 1 with less than 3 years' service.	2 weeks
In the case of:	4 weeks



<ul style="list-style-type: none"> <li>• Employees in Classifications 1 to 5 or LPT Level 1 with 3 or more years of service; or</li> <li>• All LPT 2 Employees</li> </ul>	
If the Employee is aged 45 years or over	The relevant notice in the table above plus 1 additional week

42.2 Where **serious misconduct** has occurred, the Employer may terminate the Employee's employment without giving notice or paying in lieu of notice.

42.3 If the Employer has given notice of termination to an Employee:

(a) The Employee may take up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

Note: Additional time is available where termination is for reasons of redundancy (clause 46.)

(b) The Employer and Employee may agree upon an earlier termination date.

#### 43. **Notice of termination to be given by Employee**

(a) The minimum notice of termination required to be given by an Employee to the Employer is:

(i) For Employees within the Classification Levels 1 to 5 inclusive or within LPT Band 1, two weeks;

(ii) For Employees within LPT Band 2, four weeks.

(b) If an Employee fails to give the required notice, the Employer may withhold from any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding an amount equal to one week's wages.

#### 44. **Abandonment of employment, loss of essential qualifications**

44.1 An Employee may be taken to have abandoned his or her employment if he or she is absent for more than three consecutive days, where (without having any reasonable excuse) the Employee does not provide any notice to the Employer of the intended or likely absence and/or the reason for the absence, as required by this Agreement. Such employee will be entitled to payment in lieu of notice of termination in accordance with s.117 of the FW Act.

44.2 An Employee's contract of employment may come to an end upon the Employee ceasing to hold any qualification identified in his or her letter of appointment /contract of employment as being essential to the holding of his or her position (for example, a current driver's licence or professional registration). Where the Employer considers ongoing employment to be an appropriate outcome in all the circumstances, the Employer may offer to make reasonable accommodations to

continue the Employee's employment. This may include offering the Employee any suitable and available alternative duties or agreeing to the Employee taking accrued or unpaid leave.

- 44.3 If this clause applies, the date of effect of termination will be the date of the last attendance at work or the last date of authorised leave.

## 45. **Payments and other matters upon termination**

- 45.1 When an Employee's employment with the Employer ends (whether by resignation or termination at the initiative of the Employer), the Employer will pay to the Employee as soon as practicable all amounts owing under this Agreement in respect of salary, pay in lieu of notice, expenses, accrued annual leave, annual lump sum (pro-rata payment), accrued long service leave (if eligible under the applicable legislation) and unused Personal/Carer's Leave.

- 45.2 If the Employee:

- (a) has taken any form of paid leave in advance of it being accrued and has a negative leave balance at the date of termination; or
- (b) has been paid any remuneration or sum in advance of it being accrued or which is otherwise repayable to the Employer,

the Employer is entitled to deduct an equivalent sum from any sums owing to the Employee upon termination of employment. The Employer will provide a written statement to the Employee showing the basis for any such deduction.

- 45.3 If the Employee is terminated for the reason of **serious misconduct**, the Employer is not obliged to make any payment in respect of: untaken **Personal/Carer's Leave** (clause 19), **Annual Lump Sum Payment** (clause 17) or payment in lieu of notice (clause 43).

- 45.4 The Employee will return all Employer property upon termination of employment, including motor vehicle, computer and other equipment, keys and security passes, all records, documents and other papers or electronic records, together with any copies, summaries or extracts, made or acquired by the Employee in the course of employment. The Employee must also return any corporate branded uniform items, if requested to do so.

- 45.5 Upon request, the Employer will provide the Employee with a written statement of service.

## 46. **Redundancy**

- 46.1 **Redundancy** occurs where the Employer no longer wishes a job that an Employee has been doing to be done by anyone, except where this is due to the ordinary and customary turnover of labour (**Redundant** has a corresponding meaning).

Note: Redundancy may occur as a result of operational circumstances or because the Employer has introduced new technology, or restructured its organisation in such a way that the work is no longer needed or is to be done in a different way.

- 46.2 Where as an alternative to being retrenched (terminated for reason of redundancy), an Employee accepts reduced hours of work or an alternative lower-paid role with the Employer, he or she will not be paid any severance payment, but will have his or her salary maintained for the same period as would have applied as per the number of weeks of the severance pay entitlement in clause 46.4 below.
- 46.3 An Employee who refuses suitable alternative employment with the Employer will not be entitled to any severance pay. For the purposes of this clause, **suitable alternative employment** is employment on terms and conditions substantially similar and no less favourable than those which the Employee enjoyed immediately before the offer of employment is made and which recognises the Employee's continuity of service. Subject to an order of the Fair Work Commission under s.120 of the FW Act, an Employee who refuses suitable alternative employment with the Employer will be entitled to redundancy pay.
- 46.4 If no suitable alternative employment with the Employer is available, upon an Employee's position being made Redundant the Employee will be entitled to severance pay at his or her Ordinary Pay (or, if the Employee's standard hours of work have varied during the 12 months prior to termination, the average of the weekly Ordinary Pay the Employee has received over the past 12 months) as follows:
- (a) For every completed year of service, 3 weeks Ordinary Pay will be paid to a maximum payment of 76 weeks pay.
  - (b) For clarify, should any entitlement to redundancy under this clause be less than the NES redundancy entitlement, the NES entitlement will prevail.
- 46.5 An Employee who is retrenched and who has 20 or more years of service with Incolink, will have their notice period form part of their redundancy years of service calculation.
- 46.6 An Employee who is retrenched may terminate their employment during the period of notice without themselves having to give notice. The Employee will be entitled to receive the severance payment that he or she would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment of salary for the remaining balance of the notice period. Accrued entitlements will be calculated to the date of the Employee's actual termination.
- 46.7 For clarity, a fixed term Employee who has served more than 12 months employment with the Employer, will be entitled to the redundancy provisions set out in this clause.
- 46.8 An Employee who is retrenched is entitled to:
- (a) Up to one day's paid time off during each week of notice worked (see clause 42.3) for the purpose of undertaking activities relating to seeking other employment. The Employee must, at the request of the Employer, produce reasonable proof relevant job search activities. A statutory declaration is sufficient.

- (b) Reasonable outplacement services (paid by the Employer) for up to three months after the date notice of termination was given.

## **PART J: \_CONSULTATION AND DISPUTE RESOLUTION**

### **47. Consultation Over Major Workplace Change**

#### **47.1 Consultation Committee**

Effective consultation is essential for continuous workplace reform.

The parties agree to the formation of a Consultative Committee with equal representation of management and staff, as and when required. Additional people may be invited to attend Consultative Committee meetings where their attendance is pertinent to the matters under discussion.

The role of the Consultative Committee will be to have genuine consultation and will endeavor to reach agreement on matters under discussion. In addition, the Consultative Committee will be an information forum for updating staff of developments affecting INCOLINK and staff, as well as exploring opportunities for improvements for the benefit of all parties.

The Consultative Committee will be a permanently standing committee, which will meet once every two months or more often if required.

A charter setting out the general operation of the Consultative Committee will be developed and agreed upon by the committee.

#### **47.2 Introduction of Change**

(a) Incolink's duty to notify:

- (i) If Incolink has made a decision to introduce a major workplace changes in, program, organization, structure or technology that are likely to have significant effects on employees, Incolink must notify any employees who will be affected by the proposed changes and their employee representatives.
- (ii) A major change is likely to have a 'significant effect' on employees if it results in:
  - Termination of employment of employees;
  - Major changes in the composition, operation or size of Incolink's workforce or in the skills required of employees;
  - The elimination or diminution of job opportunities (including opportunities for promotion or job tenure);
  - The alternation of hours of work, including changes to employees' regular roster;

- The need to retrain employees;
- The need to transfer employees to other work or locations;
- The restructuring of jobs.

(b) Incolink's duty to discuss change

- (i) As soon as practicable, Incolink must discuss with the employees affected and/or their representatives, the introduction of the changes referred to in clause 43.2(a) hereof.
- (ii) Incolink must discuss the affects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (iii) For the purposes of such discussions, Incolink will provide the employees concerned and their representatives, in writing:
  - All relevant information about the changes including the nature of the changes proposed;
  - Information about the expected effect of the changes on employees; and
  - Any other matters likely to affect employees.
  - However, Incolink is not required to disclose confidential information or commercially sensitive information.
  - Incolink shall provide information in languages other than English for employees of non-English speaking background.

(c) Incolink's duty to be reasonable

- (i) Incolink shall take reasonable steps to mitigate the adverse effects of change upon employees.
- (ii) Incolink must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

**47.3** Incolink, the Employees and Unions acknowledge that there are a number of workplace policies and procedures that operate within the workplace. Any proposed variation of these policies and procedures will be communicated to Employees. If Employees seek any clarification around the intent or reason for the variation, then Incolink and the Employee and any relevant Union will meet to discuss the proposed variation.

**47.4** Employees shall be provided with reasonable time to consult with their employee representatives during the bargaining period, over the contents of the next enterprise agreement at a time or times to be agreed between Incolink and its employees.

**47.5** Posting of Agreement/Notice board

- (a) This Agreement shall be exhibited in a place accessible to all employees.
- (b) Incolink will permit a noticeboard to be erected to facilitate communication between employees and/or their union representative.

**48. Dispute Resolution**

**48.1** A major objective of this Agreement is to provide a mechanism for disputes and/or grievances to be addressed promptly and effectively. It is agreed that a relationship which is based on a commitment to close consultation and cooperation and working through appropriate dispute prevention and settlement procedures is the most effective way of achieving this objective.

**48.2** Disputes over any work related matter including; industrial matters, any matter(s) pertaining to the employment relationship, any matter(s) arising out of the operation or incidental to the operation of this Agreement, shall be dealt with at the workplace level between the employee, and/or Union delegate and the supervisor/manager.

**48.3** The parties to this Agreement recognise the role of the employees' union representative. The parties recognize that union representatives may be involved at any stage, in assisting employees, pursuant to the dispute resolution procedure of this Agreement.

**48.4** Work shall continue without interruption while these procedures are being followed, with the exception of matters involving a risk to health and safety.

**48.5** It is agreed that the following procedure will be strictly adhered to at all times:

- (a) Any grievance or dispute arising out of any matter(s) as outlined in clause 44.2 shall, in the first instance, be raised by the affected member(s) with their direct manager/supervisor.
- (b) As part of the first discussion, options should be explored in an attempt to resolve the grievance, including the views of the parties as to what they consider would resolve the matter(s). Attempting to resolve the grievance using positive measures could include reviewing hours or work, counselling, and any other measures determined appropriate as agreed between the parties.
- (c) Minutes of the discussion including agreed actions and timelines will be kept and both parties shall retain a copy of their records.

**48.6** If the dispute remains unresolved it may be referred to a mutually agreed private mediator for discussions between the relevant staff member, their union or other representative, and senior Incolink representative. In such circumstances, the agreed private mediator may make a recommendation to resolve the dispute.

**48.7** If either party does not agree with the recommendation of the private mediator, they may refer the dispute to the FWC for conciliation and/or arbitration.



- 48.8 The FWC may exercise conciliation and/or arbitration powers in such review.
- 48.9 Either party or their representative may refer the dispute to the FWC for conciliation and/or arbitration, without undertaking the private mediation step identified above.
- 48.10 This procedure must be followed in good faith without unreasonable delay.
- 48.11 If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may seek relief by application to the FWC.

## **49. Union Representation Activities**

- 49.1 An elected Union delegate or elected workplace representative will be released from his or her normal duties for amounts of time which are reasonable and necessary for the purpose of:
- (a) addressing new Employees about the benefits of union membership at the time that they enter employment by;
    - (i) the Employer informing the appropriate Union and or Union delegate(s) of new employees commencing, and allow up to but no longer than 1 hour for a private induction meeting with the Union within the first week of their commencing
    - (ii) when new employees commence at Incolink, the relevant Union will be provided with the opportunity to hold an induction meeting
    - (iii) the Employer allowing for a group meeting with all new employees where multiple new employees commence in the same week.
  - (b) representing members in bargaining, including consulting with union members and other Employees for whom the delegate is a bargaining representative; or
  - (c) representing members in dispute resolution or consultation processes set out in this Agreement or under the Fair work Act 2009.
- 49.2 Delegates will provide reasonable notice to their direct supervisor/manager of any requirement for time release to perform these activities and will carry out their representative functions in a manner that considers and minimizes the impact on the Employer's operational activities. Additionally, Union delegates will be entitled to a one monthly meeting of no longer than 1 hour.



## Formal acceptance

### Employer

Signed for, and on behalf of, Redundancy Payment Central Fund Limited

Signed: 

Full Name: Erik Locke

Position and Authority to sign: Chief Executive Officer, exercising powers and functions delegated by the Board of *Redundancy Payment Central Fund Limited*

Address: Level 3, 151 Rathdowne Street, Carlton, Victoria 3053

### Employee:

Signed for, and on behalf of: An Employee of Redundancy Payment Central Fund Limited

Signed: 

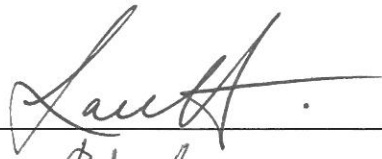
Full Name: MAX FINCHER

Position and authority to sign: An employee holding the job title of Industry Policy Adviser, which is a position covered by this agreement.

Address: 1 Pelham Street, CARLTON, VIC, 3053

SIGNED for and on behalf of the CONSTRUCTION FORESTRY MARATIME MINING AND ENERGY UNION:

Name: ~~ROB GRAAUWMANS~~ Zachary Smith  
Position: ~~PRESIDENT~~ Divisional Secretary  
Address: 540 Elizabeth Street, MELBOURNE, VIC, 3000

Signature: 

Witness name: 

R. Graauwmans.

Witness signature: \_\_\_\_\_

Date: 26/7/2024

SIGNED for and on behalf of the AUSTRALIAN SERVICES UNION VICTORIAN PRIVATE SECTOR BRANCH:

Name: ~~DAVID LEYDON~~ IMOGEN STURNI

Position: ~~PRESIDENT~~ BRANCH SECRETARY

Address: Level 2, 116 Queensbery Street, MELBOURNE, VIC, 3000

Signature:  \_\_\_\_\_

Witness name: JOHN WEBER

Witness signature:  \_\_\_\_\_

Date: 23/7/2024

## **Schedule 1: Matters contained in employment contracts which are not displaced by this Agreement**

This Agreement does not displace the terms of any written, verbal or implied contract of employment between the Employer and any Employee, insofar as it deals with the following subject matter or matters:

1. Warranties
2. Description of duties
3. General Employee obligations relating to the manner of performance of duties, including: acting faithfully and diligently, in employer's best interests; not acting in conflict with Employer's interests; use of best endeavours to protect and promote interests of Employer; perform duties with care and diligence; devote attention and skill during working hours and at other times as reasonably necessary; act in a professional and ethical manner; obey lawful and reasonable directions; act within levels of authority conferred by the CEO).
4. Ability of the employer to give directions (including to not attend, to perform all or part of duties, to cease contact with persons, to cease use of employer's property).
5. The holding of any essential qualifications or licences.
6. Duties of loyalty, fidelity, good faith (however described)
7. Place of work
8. Reporting arrangements
9. The length of any probation period (where that period has not expired)
10. Resignation from holding Incolink offices/positions on termination
11. Obligations to return Employer's property
12. Any restraint on performance of other duties or holding of other positions during employment;
13. Disclosure of confidential information
14. Dealing with client listings and other confidential documents
15. Intellectual property, including ownership, use and assignment, moral rights
16. Remedies for breach of contract
17. Dealing with the media
18. Privacy laws and compliance
19. Governing law, severability of terms, notices, variation of contract
20. Provisions which require an Employee to comply with the Employer's policies and procedures (although those Employer policies do not form contractual obligations).

## Schedule 2: Classifications

All indicative salaries contained in this schedule are based on a 35 hour working week

### Classification Level 1

**Indicative Salary Range** on commencement of the Agreement: \$56,621 - \$62,004

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Such Employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced Employees' work may be subject to checking at all stages. The more experienced Employee may be required to give assistance to less experienced Employees in the same classification.

#### **Specified Incolink Job Roles at Level 1**

- Trainee (Clerical and Administration)
- Trainee (Reception)

### Classification Level 2

**Indicative Salary Range** on commencement of the Agreement: \$60,947 - \$66,717

This level caters for the Employees who have had sufficient experience and/or training to enable them to carry out assigned duties under general direction. Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the Employee to exercise limited judgment and initiative within the range of their skills and knowledge.

The work of these Employees may be subject to final checking and as required, progress checking. Such Employees may be required to check the work and/or provide guidance to other Employees at a lower level and/or provide assistance to less experienced Employees at the same level.

#### **Specified Incolink Job Roles at Level 2:**

- Administration Assistant
- Administration Officer

### **Classification Level 3**

**Indicative Salary Range** on Commencement of the Agreement: \$66,718 - \$71,281

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.

Such Employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to Employees in Levels 1 and 2 and would be able to train such Employees by means of personal instruction and demonstration.

#### **Specified Incolink Job Roles at this level**

- Solutions Consultant

### **Classification Level 4**

**Indicative Salary Range** on commencement of the Agreement: \$71,282 - \$75,464

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to Incolink and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a pre-requisite a principal feature of this level is supervision of Employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems. May also include tertiary qualified employees with less than 5 years professional experience.

They exercise initiative, discretion and judgment at times in the performance of their duties.

They are able to train Employees in Levels 1–3 by personal instruction and demonstration.

#### **Specified Incolink Job Roles at Level 4**

- Senior Solutions Consultant
- Brand & Marketing Specialist

### **Classification Level 5**

**Indicative Salary Range** on commencement of the Agreement: \$75,464 - \$81,107

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required. Such Employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and

contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including, scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work-related matters.

They would also be able to train and to supervise Employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They would often exercise initiative, discretion and judgment in the performance of their duties.

The possession of relevant post-secondary qualifications may be appropriate but are not essential.

**Specified Incolink Job Roles at Level 5:**

- Assistant Accountant-Accounts Payable
- Employment Advisor
- Events & Partnership Lead
- Industry Engagement Advisor
- Industry Policy Advisor
- Team Leader
- Training & Career Advisor

**Leadership, Professional and Technical (LPT) Classification**

**Indicative Salary Ranges on Commencement of the Agreement:**

- **Band 1:** \$88,168 – \$107,094
- **Band 2:** \$99,956 – \$149,932

Employees at the LPT Level meet the criteria of Classification Level 5 and also contribute to the leadership and strategic direction of the Employer.

Employees at this level would typically have at least 5 years' experience in a supervisory or management role and have tertiary qualifications.

Employees who apply specialist technical or professional skills (accounting, finance, information technology, counselling, marketing, human resources and communications) would also be classified at this Level. Employees at this Level would normally report to a more senior manager not necessarily an Executive.

Employees at Band 2 of the LPT Level would be expected to perform higher level strategic and leadership functions, such as preparing advice, reports and recommendations for the Chief Executive or Board, as required. Professional Employees at Band 2 would include those Employees exercising statutory, reporting and other duties involving the exercise of significant professional responsibility.

Where an Employee's salary falls within the overlap between Band 1 and Band 2, the Chief Executive Officer may allocate the Employee to either Band (at his or her discretion).

**Specified Incolink Job Roles at LPT Level**

**Band 1**

- Business Development Manager
- Cloud DevOps Engineer IT
- End User Computing Administrator
- Executive Officer
- Financial Rights Worker
- Legal Counsel
- Management Accountant
- Marketing Operation & Campaign Lead
- Mental Health Educator
- Office Co-ordinator
- Project Manager
- Senior Data Analyst
- Senior Investment Analyst
- Test Analyst

**Band 2**

- Communications Manager
- Corporate Accountant/Management Accountant
- Head of Services
- Industry Liaison Officer/Field Officer
- IT Operations Manager
- Program Co-Ordinator
- Senior Financial Accountant
- Software Developer



## Schedule 3: Minimum Salaries and Salary Ranges for 2024-2028

Minimum hourly rates of pay for Part-time and Casual Employees will be the minimum fortnightly salary specified, divided by 70. Casual Employees are also entitled to a 25 per cent loading (see clause 7). All figures are rounded to the nearest dollar.

Wages will increase by 5% from 1 July 2024, 1 July 2025, 1 July 2026 and by 4.5% from 1 July 2027

Classification Level 1	Indicative Salary Range	Minimum Salary (Annual)	Minimum Salary (fortnight)
1. Increased rate as at 1 July 2024	\$53,925 - \$59,052	\$53,925	\$2,074
2. From 1 July 2024	\$56,621 - \$62,004	\$56,621	\$2,178
3. From 1 July 2025	\$59,452 - \$65,105	\$59,452	\$2,287
4. From 1 July 2026	\$62,425 - \$68,360	\$62,425	\$2,401
5. From 1 July 2027	\$65,234 - \$71,436	\$65,234	\$2,509

Classification Level 2	Indicative Salary Range	Minimum Salary (Annual)	Minimum Salary (fortnight)
1. Increased rate as at 1 July 2024	\$58,044 - \$63,541	\$58,044	\$2,232
2. From 1 July 2024	\$60,947 - \$66,717	\$60,847	\$2,340
3. From 1 July 2025	\$63,994 - \$70,053	\$63,994	\$2,461
4. From 1 July 2026	\$67,194 - \$73,556	\$67,194	\$2,584
5. From 1 July 2027	\$70,217 - \$76,866	\$70,217	\$2,701

Classification Level 3	Indicative Salary Range	Minimum Salary (Annual)	Minimum Salary (fortnight)
1. Increased rate as at 1 July 2024	\$63,541 - \$67,887	\$63,541	\$2,444
2. From 1 July 2024	\$66,718 - \$71,281	\$66,718	\$2,566
3. From 1 July 2025	\$70,054 - \$74,845	\$70,054	\$2,694
4. From 1 July 2026	\$73,557 - \$78,587	\$73,557	\$2,829
5. From 1 July 2027	\$76,867 - \$82,124	\$76,867	\$2,956

Classification Level 4	Indicative Salary Range	Minimum Salary (Annual)	Minimum Salary (fortnight)
1. Increased rate as at 1 July 2024	\$67,888 - \$71,870	\$67,888	\$2,611
2. From 1 July 2024	\$71,282 - \$75,464	\$71,282	\$2,742
3. From 1 July 2025	\$74,846 - \$79,237	\$74,846	\$2,879
4. From 1 July 2026	\$78,588 - \$83,199	\$78,588	\$3,023
5. From 1 July 2027	\$82,125 - \$86,943	\$82,125	\$3,159

Classification Level 5	Indicative Salary Range	Minimum Salary (Annual)	Minimum Salary (fortnight)
1. Increased rate as at 1 July 2024	\$71,870 - \$77,244	\$71,870	\$2,764
2. From 1 July 2024	\$75,464 - \$81,107	\$75,464	\$2,902
3. From 1 July 2025	\$79,237 - \$85,162	\$79,237	\$3,048

<b>Classification Level 5</b>	<b>Indicative Salary Range</b>	<b>Minimum Salary (Annual)</b>	<b>Minimum Salary (fortnight)</b>
4. From 1 July 2026	\$83,199 - \$89,420	\$83,199	\$3,200
5. From 1 July 2027	\$86,943 - \$93,444	\$86,943	\$3,344

<b>Leadership, Professional and Technical (LPT) Band 1</b>	<b>Indicative Salary Ranges</b>	<b>Minimum Salary (Annual)</b>	<b>Minimum Salary (fortnight)</b>
1. Increased rate as at 1 July 2024	\$83,970 – \$101,995	\$83,970	\$3,230
2. From 1 July 2024	\$88,168 - \$107,094	\$88,168	\$3,391
3. From 1 July 2025	\$92,576 - \$112,449	\$92,576	\$3,561
4. From 1 July 2026	\$97,205 - \$118,071	\$97,205	\$3,739
5. From 1 July 2027	\$101,579 - \$123,385	\$101,579	\$3,907

<b>Leadership, Professional and Technical (LPT) Band 2</b>	<b>Indicative Salary Ranges</b>	<b>Minimum Salary (Annual)</b>	<b>Minimum Salary (fortnight)</b>
1. Increased rate as at 1 July 2024	\$95,196 - \$140,693	\$95,196	\$3,661
2. From 1 July 2024	\$99,956 - \$149,932	\$99,956	\$3,844
3. From 1 July 2025	\$104,954 - \$157,429	\$104,954	\$4,037
4. From 1 July 2026	\$110,201 - \$165,300	\$110,201	\$4,239
5. From 1 July 2027	\$115,160 - \$172,738	\$115,160	\$4,429

## **Schedule 4: Details of Incolink Staff Insurance Cover**

The details of the insurance cover referred to in clause 37 are contained in the *Accident and Illness Benefits Program for Incolink Staff* brochure and the *QBE Corporate Travel Product Disclosure Statement* which are available on the Incolink Infolink Sharepoint site (or replacement portal).

In accordance with clause 37, the insurance coverage may be varied by the Employer or the insurer from time to time. The insurance coverage ceases upon termination or resignation. Employees are urged to read the policies and any updated policies carefully, to consider their own personal situation and obtain their own advice about their insurance coverage. The cover provides benefits currently for Incolink staff under the following areas:

### **Leisure Time Insurance Benefits**

- Capital Benefits
- Broken/fractured bones
- Ambulance
- Dental Accident
- Journey cover

### **Income Protection & Trauma Insurance benefits**

- Leisure Time Top-Up
- TAC Top-Up
- Trauma benefits

### **Emergency Transport (Ambulance) Cover**

- Emergency Transport (Ambulance) Cover - Staff member plus dependants living at home (with staff member)
- Dental Accident Cover – Staff member only
- Funeral Cover Staff member only

### **Corporate Travel Cover**

The policy covers Incolink Directors, Management and Employees and includes their spouse or travelling companion and accompanying dependent children for both business and leisure time holiday travel.

## Schedule 5: Union Training Leave and related matters

### Union training leave

In addition to the forms of leave in Part D of the Agreement, Union delegates or elected workplace representatives, with approval of their union and upon application to the Employer in writing, will be granted up to 10 days leave with pay every three calendar years, non-cumulative, to:

- participate in the operation of the union;
- attend union education; or
- attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace.

The application to the Employer must be in writing, include the nature, content and duration of the course to be attended, and provide 30 days' notice of the proposed training.

The granting of leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current Employees during the period of such leave. The Employer shall not use this subclause to avoid an obligation under this clause.

Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.

Each Employee on leave approved in accordance with this clause, shall be paid their **Ordinary Pay**.

All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the Employee or the union.

An Employee may be required to satisfy the Employer of attendance at the course to qualify for payment of leave.

An Employee granted leave pursuant to this clause shall, upon request, inform the Employer of the nature of the course attended and their observations on it.

In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute resolution procedures of the Agreement.

Nothing in this clause authorises the delegate to prejudice non-members in their employment or authorises the Employer to discriminate against non-members.