



# DECISION

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

**Westfund Limited**  
(AG2024/1194)

## WESTFUND AGREEMENT 2023

Health and welfare services

COMMISSIONER WILSON

MELBOURNE, 8 MAY 2024

*Application for approval of the Westfund Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *Westfund Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Westfund Limited. The Agreement is a single enterprise agreement.

[2] The notification time for the Agreement under s.173(2) was 31 August 2023 and the Agreement was made on 27 March 2024. Accordingly, both the genuine agreement and the better off overall test requirements are those applying on and from 6 June 2023.<sup>1</sup>

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

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 May 2024. The nominal expiry date of the Agreement is 8 May 2028.

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<sup>1</sup> The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements which are not applicable to the present application.



COMMISSIONER

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## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/1194

Applicant: Westfund Limited

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 90

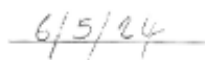
I, Bill Sheffield, have the authority given to me by Westfund Limited (**Westfund**) to give the following undertakings with respect to the Westfund Agreement 2023 (**Agreement**):

1. This undertaking is given in accordance with section 190 of the Fair Work Act 2009 (Cth) (**Act**) and Westfund acknowledges the undertaking will be taken to be a term of the Agreement in accordance with section 191 of the Act.
2. This paragraph relates to the minimum base pay rates set out in Appendix 1. Westfund will pay the minimum hourly base rate of pay for the listed classification as follows:
  - (a) Eyecare Grade 1: \$24.73
  - (b) Eyecare Grade 2: \$25.29
  - (c) Support Services Employee – Level 1: \$23.97
3. This paragraph relates to clauses 12 and 26 of the Agreement. Where a Part-Time Employee works outside of their Ordinary Hours as specified in writing in accordance with clause 12.3 or as varied in writing by agreement in accordance with clause 12.4, they will be paid Overtime.
4. This paragraph applies to clause 30 of the Agreement.
  - (a) Employees who are classified as Health Support Grade 1 – 3 or Support Services employee Grades 1 - 6 under Appendix 2 of the Agreement or are employed as a Westfund Dental Employee, will be paid a High Duties Allowances as follows:
    - (i) Where an employee is required by Westfund to relieve in a job which is at a level higher than the job the Employee usually works for a period of less than 2 hours, the Employee will be paid a Higher Duties Allowance if they are taking on the full duties of that role. Where an Employee is required to relieve in a job but is only performing a portion of the role, they will be paid a relevant percentage of the Higher Duties Allowance. The Higher Duties Allowance will be paid on a weekly basis and is calculated as the difference between the Base Rate of Pay of the job they are relieving and the Employee's Base Rate of Pay for the hours worked in that higher role.  
Where an employee is required by Westfund to relieve in a job which is at a level higher than the job the Employee usually works for a period of more than 2 hours, the Employee will be paid a Higher Duties Allowance if they are taking on the full duties of that role. Where an Employee is required to relieve in a job but is only performing a portion of the role, they will be paid a relevant percentage of the Higher Duties Allowance. The Higher Duties Allowance will be paid on a weekly basis and is calculated as the difference between the Base Rate of Pay of the job they are relieving and the Employee's Base Rate of Pay for the whole of that day or shift.

These undertakings are provided on the basis of the issues raised by the Fair Work Commission in the application before the Fair Work Commission



Signature



Date

# WESTFUND AGREEMENT 2023



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## **PART A    TECHNICAL MATTERS**

### **1.    Title of this Agreement**

- 1.1    This Agreement will be known as the *Westfund Agreement 2023*.

### **2.    Coverage**

- 2.1    This Agreement is made under section 172 of the FW Act. In accordance with section 53 of the FW Act, this Agreement covers:

- (a)    Westfund Limited (ACN 002 080 864); and
- (b)    All Employees of Westfund whose position is covered by the classification set out in Appendix 2 – Classification Definitions, of this Agreement, and excluding:
  - (i)    The Chief Executive Officer;
  - (ii)   Executives;
  - (iii)   Optometrists;
  - (iv)   Dentists;
  - (v)    Those whose position is not covered by the classification set out in Appendix 2; and
  - (vi)   Any employee who is above the High-Income Threshold as defined in the Fair Work Act as at 1 July 2023.

### **3.    Commencement and duration**

- 3.1    This Agreement will commence operation on the Commencement Date, being 7 days after it is approved by the FWC.
- 3.2    This Agreement's Nominal Expiry Date will be 4 years after the date the Agreement was approved by the FWC.
- 3.3    This Agreement will continue to operate after its Nominal Expiry Date until it is terminated or replaced.

### **4.    Effect of the Agreement**

- 4.1    It is intended that this Agreement is comprehensive and will stand alone so that any Modern Award and any Industrial Instrument will not apply to Employees while this Agreement is in operation, to the maximum extent permissible by law.
- 4.2    The Parties agree that this Agreement replaces any Previous Agreements that may have previously been applicable to Westfund and the Employees.
- 4.3    This Agreement is to be read and interpreted consistently with the NES. If there is an inconsistency between this Agreement and the NES and the NES provide a greater benefit, the NES apply to the extent of the inconsistency.

## **5. No extra claims**

- 5.1 The Parties agree that there will be no further claims during the life of this Agreement.
- 5.2 The Parties may agree to vary this Agreement at any time until its Nominal Expiry Date in accordance with the relevant provisions of the Fair Work Act.

## **6. Interpretation**

- 6.1 Interpretation principles are set out in Appendix 3.
- 6.2 Defined or capitalised terms used in this Agreement are set out in the relevant clauses or are defined in Appendix 3.

## **7. Delegations**

- 7.1 All the powers and authorities of Westfund in this Agreement are held by the Chief Executive Officer.
- 7.2 The Chief Executive Officer may, by instrument in writing, delegate or authorise to a person, any of their powers, authorities or functions under this Agreement, excluding their power to delegate or authorise.
- 7.3 The Chief Executive Officer may issue instructions relating to the exercise of a delegated power, authority or function.

## **8. Consultation**

- 8.1 This clause applies if Westfund:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise and the change is likely to have a significant effect on the Employees; or
  - (b) proposes to change an Employee's regular roster or Ordinary Hours of work.
- 8.2 If this clause applies, Westfund must recognise a representative if a Relevant Employee or Relevant Employees:
  - (a) appoint, a representative for the purposes of consultation; and
  - (b) advise Westfund of the identity of the representative.

### **Consultation about a Major Change**

- 8.3 For a major change referred to in clause 8.1(a), which is not otherwise provided for separately in this Agreement, Westfund must:
  - (a) notify the Relevant Employees of the decision to introduce the change;
  - (b) as soon as practicable after proposing to introduce the change, discuss with the Relevant Employees:
    - (i) the introduction of the change;



- (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures Westfund is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (c) as soon as practicable after proposing to introduce the change, for the purposes of the discussion — provide, in writing, to the Relevant Employees:
  - (i) all relevant information about the change including the nature of the change proposed;
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.

### **Change of Regular Roster or Ordinary Working Hours**

- 8.4 For a proposed change to the Employee's regular roster or Ordinary Hours of work referred to in clause 8.1(b), which is not otherwise provided for separately in this agreement, Westfund must, as soon as practicable:
- (a) discuss with the Relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion – provide to the Relevant Employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what Westfund reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that Westfund reasonably believes are likely to affect the Employees; and
  - (c) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

### **General provisions**

- 8.5 For the purposes of this clause:
- (a) Westfund is not required to disclose confidential or commercially sensitive information to the Employees;
  - (b) Westfund must give prompt and genuine consideration to matters raised about the major change by the relevant employees;
  - (c) a major change is likely to have a significant effect on employees if it results in:
    - (i) the termination of the employment of employees; or
    - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain employees; or
- (vi) the need to relocate employees to another workplace; or
- (vii) the restructuring of jobs.

## 9. Dispute Resolution Procedure

- 9.1 If a dispute arises about matters arising under this Agreement or in relation to the NES, the Parties agree that any Party, by notifying the other Party in writing, may elect to have the dispute dealt with under this procedure.
- 9.2 In the first instance after the election is made, the parties to the dispute will attempt to resolve the dispute at the workplace level, by discussions between the Employee or Employees concerned and the relevant manager and/or management. The agreed procedure is detailed below.
- (a) **Step 1:** The Employee must refer the matter to their immediate manager and inform them of the concern. The matter must be set out in writing and dated. The Employee must detail what their concern is, how it is impacting them and the outcome sought (if any). If required, the manager will arrange a meeting to discuss the matter further. The manager will provide a response to the matter raised as soon as practicable.
  - (b) **Step 2:** If the Employee does not consider the matter to be resolved, they may request that the matter be further considered by the HR Manager. The manager will arrange a meeting with the HR Manager. The Employee will be asked to provide the reason(s) why they do not consider the matter to be resolved. The HR Manager will provide a response to the matter in writing as soon as practicable.
  - (c) **Step 3:** If the Employee still does not consider the matter to be resolved, they may request the matter be considered by the Chief People Officer. The HR Manager will arrange for the Employee to meet with the Chief People Officer. During the meeting, the Employee must explain what their concern is, and why they do not consider the matter to be resolved. The Chief People Officer will provide a response to the Employee as soon as practicable.
  - (d) **Step 4:** If the dispute is still unable to be resolved, the matter may be referred to the FWC by Westfund or the Employee for resolution in accordance with this clause. The FWC must not seek to resolve the dispute until Steps 1 to 3 have been followed. The FWC will first attempt to resolve the dispute by mediation, conciliation, expressing an opinion or making a recommendation. If the dispute is not resolved by any of these methods and it is agreed in writing by all the parties directly involved in the dispute, the dispute may be arbitrated by the FWC on terms agreed between the parties. The parties may appeal any arbitrated decision made by the FWC.
- 9.3 Any party may appoint a representative of their choice to assist in the resolution of the dispute under this procedure, including in any matter before the FWC. Any

representative appointed by a party pursuant to this clause will be recognised and authorised to represent that party, including in any matter before the FWC.

9.4 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) the Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) the Employee must comply with any directions given by Westfund to perform other available work at the same workplace or at another workplace unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

9.5 The parties to the dispute agree to be bound by a decision made by the FWC, once all appeal avenues have been exhausted, in accordance with this clause.

## **PART B TYPES OF EMPLOYEES AND HOURS OF WORK**

### **10. Types of Employment**

10.1 Employees of Westfund are employed in one of the following categories:

- (a) Full-Time Employees;
- (b) Part-Time Employees;
- (c) Maximum Term Employees; or
- (d) Casual Employees.

10.2 At the time of engagement Westfund will inform each Employee of the terms of their engagement, including which category of employment they are engaged under.

### **11. Full-Time Employee**

11.1 A Full-Time Employee is an Employee who is engaged on a permanent basis and:

- (a) if engaged as a Westfund Office Employee or a Westfund Eyecare Employee, to work an expected average of 35 Ordinary Hours per week; or
- (b) if engaged as a Westfund Dental Employee, to work an expected average of 38 Ordinary Hours per week.

## **12. Part-Time Employee**

- 12.1 A Part-Time Employee is an Employee who is engaged on a permanent basis and:
- (a) if engaged as a Westfund Office Employee or a Westfund Eyecare Employee, to work less than an average of 35 Ordinary Hours per week; or
  - (b) if engaged as a Westfund Dental Employee, to work less than an average of 38 Ordinary Hours per week.
- 12.2 Unless otherwise specified in this Agreement, remuneration and other conditions for Part-Time Employees, including leave, will be calculated pro rata to the number of hours the Employee works, excluding allowances of a reimbursement nature.
- 12.3 The details of a Part-Time Employee's Ordinary Hours will be specified in writing and include:
- (a) the expected hours to be worked each day; and
  - (b) the days of the week the Employee will be required to work the expected hours, and may include different expected hours for specified periods.
- 12.4 Westfund and a Part-Time Employee may mutually agree in writing to vary the Ordinary Hours of a Part-Time Employee.

## **13. Maximum Term Employee**

- 13.1 A Maximum Term Employee is an Employee who is engaged for a specified time, or to complete a specified task, on either a full-time or part-time basis, as informed by Westfund at the time of their engagement.

## **14. Casual Employee**

- 14.1 A Casual Employee is an Employee who is engaged as a casual employee in accordance with section 15A of the Fair Work Act.
- 14.2 A Casual Employee's Ordinary Hours of work are the lesser of:
- (a) if engaged as a Westfund Office Employee or a Westfund Eyecare Employee, an expected average of 35 Ordinary Hours per week; or
  - (b) if engaged as a Westfund Dental Employee, an expected average of 38 Ordinary Hours per week; or
  - (c) the hours required to be worked by Westfund.

14.3 A Casual Employee may be entitled to convert to permanent employment in accordance with the Fair Work Act, but otherwise will remain a Casual Employee.

14.4 Offers and requests for conversion from a Casual Employee to a Full-Time Employee or Part-Time Employee are provided in accordance with the NES.

## **15. Trainees**

15.1 A Full-time or Part-time Employee may be initially employed under a training agreement as a Trainee.

15.2 If employed as a Trainee, Westfund will pay for the cost of the training course.

15.3 If a Trainee does not complete their training within the nominated period as stipulated in their training agreement, the Trainee's employment may be terminated,

15.4 A Trainee is paid the Base Rate of Pay applicable for their classification while completing their training.

## **16. Allocation of Duties**

16.1 Westfund can direct an Employee to carry out the duties which it considers are within the Employee's skill, competence and training, subject to any restrictions set out in this Agreement and the payment of higher duties allowance where required by this Agreement.

16.2 An Employee is required to follow all lawful and reasonable directions from Westfund.

## **17. Employee Review Period Assessment**

17.1 When a Full-Time, Part-Time or Maximum Term Employee is initially employed by Westfund, they will be subject to Employee Review Period Assessment for a period of 6 months.

17.2 During the Employee Review Period Assessment, either Westfund or an Employee can end the employment by providing one weeks' notice.

## **18. Ordinary Hours**

18.1 The span of hours within which Ordinary Hours may be worked are set out in the following table:

<b>Classification</b>	<b>Span of Hours</b>
Westfund Office Employees	6:30am – 6.30pm, Monday - Friday
Westfund Dental Employees	8.00am – 6.00pm, Monday - Friday
Westfund Eyecare Employees	6.30am – 6.30pm, Monday - Friday

- 18.2 Ordinary Hours, subject to reasonable overtime, for Full-Time Employees, Part-Time Employees and Maximum Term Employees, but excluding Casual Employees, must not exceed 10 hours on any day.
- 18.3 For the avoidance of doubt Westfund will not engage Employees, or require Employees to work, in a manner that would entitle them to be defined as a Shiftworker for the purposes of the Fair Work Act.

## **19. Minimum Engagement**

- 19.1 The minimum single engagement for a Part-Time or Casual Employee is 4 hours.

## **20. Roster**

- 20.1 The Ordinary Hours of work for Westfund Dental Employees, excluding Casual Employees, will be outlined in a 3-month roster which will be provided to the rostered employees at least two weeks before the commencement of the relevant roster period.
- 20.2 The Ordinary Hours of work for Contact Centre Employees, excluding Casual Employees, will be displayed on a fortnightly roster provided to the rostered employees at least two weeks before the commencement of the roster period.
- 20.3 Subject to clause 20.4, Westfund may change an Employee's roster with 7 days' notice.
- 20.4 If the only change to the roster of a Part-Time Employee is the mutually agreed addition of extra hours to be worked, no notice is required.
- 20.5 When considering changes to rosters, Westfund will:
- (a) consult with the employees affected on the implementation of the changes; and
  - (b) consider any objections and/or suggestions raised by staff before implementing major changes.

## **PART C - REMUNERATION**

### **21. Pay Rates**

- 21.1 The Base Rate of Pay for Employees from 1 July 2023 is outlined at Appendix 1 of this Agreement.
- 21.2 For the avoidance of doubt, Appendix 1 outlines the Base Rate of Pay payable under this Agreement, being the minimum hourly rate, meaning Employees can be paid higher than the Base Rate of Pay. Employees employed prior to this Agreement will not be paid less than the rate they were receiving as at 1 July 2023.
- 21.3 Casual Employees will receive a casual loading of 27% in lieu of:
- (a) access to all forms of paid leave (other than long service leave); and
  - (b) payment for public holidays on which the Casual Employee is not required to work.

## **22. Method of Payment**

- 22.1 Employees will be paid weekly in arrears by direct deposit into a financial institution account nominated by the Employee.

## **23. Salary Increases**

- 23.1 From the first full pay period ending on or after the below dates, the Employee's Base Rate of Pay will be increased as follows:

Date	Increase
1 July 2024	5%
1 July 2025	4%
1 July 2026	4%

## **24. Superannuation**

- 24.1 Westfund will make superannuation contributions to the Employee's nominated superannuation fund in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth), or other applicable legislation in place at any particular time.
- 24.2 Where an Employee does not nominate a superannuation fund and does not have a stapled superannuation fund, Westfund will make super contributions to a default fund which complies with applicable legislation and regulations.

## **PART D – ENTITLEMENTS AND ALLOWANCES**

## **25. Penalty Rates**

### **Public Holidays**

- 25.1 An Employee required to work on a Public Holiday will be paid at the rate of double time and one half (or 250%) the Base Rate of Pay.
- 25.2 An Employee who is required to work on a Public Holiday will be paid the minimum single engagement set out in clause 19.

### **Weekends**

- 25.3 An Employee required to work on a weekend will be paid in accordance with the overtime clause.

## **26. Overtime**

- 26.1 Subject to clause 26.4, an Employee, other than a Casual Employee, will be deemed to have worked overtime for the applicable hours where the Employee is directed by Westfund to work as follows:

- (a) For Westfund Office Employees and Westfund Eyecare Employees who work:

- (i) more than 10 hours on any day within the span of Ordinary Hours set out at clause 18.1;
    - (ii) outside the span of Ordinary Hours set out at clause 18.1; or
    - (iii) more than 35 hours in a week;
  - (b) For Westfund Dental Employees who work:
    - (i) outside the span of Ordinary Hours set out at clause 18.1; or
    - (ii) more than 38 hours in a week.
- 26.2 Subject to clause 26.4, a Casual Employee will be deemed to have worked overtime for the applicable hours where the Employee is directed by Westfund to work as follows:
- (a) For Westfund Office Employees and Westfund Eyecare Employees, for time worked in excess of 7 hours per day;
  - (b) For Westfund Dental Employees, for time worked outside the span of Ordinary Hours set out at clause 18.1.
- 26.3 For the purpose of this clause and clause 25, Employees are not entitled to both penalty rates and overtime rates. Employees will be paid either penalty rates, or overtime rates, whichever will be more beneficial to the Employee.
- 26.4 Subject to clause 26.5, overtime must be approved by Westfund prior to the commencement of any Overtime.
- 26.5 Overtime which is required for the purposes of finalising a member interaction beyond the Employee's Ordinary Hours does not require prior approval. For the avoidance of doubt, finalising a member interaction beyond the Employees Ordinary Hours includes, but is not limited to, finalising a member interaction in person, on the phone or via web chat because the member interaction continues past the Employees Ordinary Hours.
- 26.6 If an Employee is deemed to have worked overtime under either clause 26.1 or 26.2, overtime will be paid at the following rates:
- (a) For Westfund Office Employees and Westfund Eyecare Employees:
    - (i) For time worked for more than 10 hours on any day within the span of Ordinary Hours set out at clause 18.1, Westfund will pay an Employee for overtime at the rate of time and one half (150%) for the first 2 hours of overtime and double time (200%) thereafter;
    - (ii) For time worked outside the span of Ordinary Hours set out at clause 18.1 on a Monday - Friday, Westfund will pay an Employee for overtime at the rate of time and one half (150%) for the first 2 hours of overtime and double time (200%) thereafter;
    - (iii) For working more than 35 hours in a week, Westfund will pay an Employee for overtime at the rate of time and one half (150%) for the first 2 hours of overtime and double time (200%) thereafter;
    - (iv) For time worked on a Saturday, Westfund will pay an employee:



- (A) at the rate of time and a half (150%) for the first 2 hours of overtime and double time (200%) thereafter, however all overtime worked after 12:00 noon will be at double time (200%); and
    - (B) for at least 4 hours work even if the Employee works for less than 4 hours.
  - (v) For time worked on a Sunday, Westfund will pay an employee:
    - (A) at the rate of double time (200%) for all hours worked; and
    - (B) for at least 4 hours work even if the Employee works for less than 4 hours; and
  - (vi) An Employee will only be paid for each complete 15 minutes of overtime they work.
- (b) For Westfund Dental Employees:
  - (i) For time worked after an Employee's normal rostered finishing time:
    - (A) Westfund will pay an Employee their Base Rate of Pay for time worked within 15 minutes of the normal rostered finishing time, but such time worked will be included for the purposes of calculating weekly overtime as provided by this clause.
    - (B) If the work continues for more than 15 minutes after the normal rostered finishing time, Westfund will pay an Employee at the rate of double time (200%) for the whole of the time worked after the normal rostered finishing time.
  - (ii) For time worked outside the span of Ordinary Hours set out at clause 18.11 on a Monday - Friday, Westfund will pay overtime at the rate of double time (200%) for all hours worked.
  - (iii) For time worked more than 38 hours in a week, Westfund will pay an Employee overtime at the rate of double time (200%) for all hours worked.
  - (iv) For time worked on a Saturday, Westfund will pay an Employee:
    - (A) at the rate of double time (200%) for all hours worked; and
    - (B) for at least 4 hours work even if the Employee works for less than 4 hours.
  - (v) For time worked on a Sunday, Westfund will pay an employee:
    - (A) at the rate of double time (200%) for all hours worked; and
    - (B) for at least 4 hours work even if the Employee works for less than 4 hours; and
  - (vi) An Employee will only be paid for each complete 15 minutes of overtime they work.

- 26.7 All overtime calculations are based on an Employee's Base Rate of Pay.
- 26.8 An employee will only be paid once for the one period of overtime, even if it falls into more than one of the categories outlined at clause 26.1. Westfund will not count an Employee's meal breaks when adding up hours of overtime.
- 26.9 Westfund and an Employee may mutually agree in writing for the Employee to be granted time off instead of payment for overtime, on an hour for hour basis. Where the time off has not been taken within three months of the overtime being worked, Westfund may pay the Employee the overtime at the applicable rate unless an extension is otherwise mutually agreed in writing between Westfund and the Employee. This clause 26.9 does not apply to overtime worked on a public holiday.

## **27. Recall to Duty / On Call**

- 27.1 Where a Westfund Office Employee who works in the area of information technology is recalled to work after completing their Ordinary Hours, they will be paid for a minimum of four hours' work at double time (200%) their Base Rate of Pay.
- 27.2 For the avoidance of doubt, an Employee is recalled to work for the purposes of this clause if they are required to return to a Westfund work place or log in to Westfund's systems to perform work.
- 27.3 A Westfund Office Employee who works in the area of information technology may be required to be rostered to be on call. An employee is on call if required by Westfund to be available for duty outside of ordinary hours at all times in order to respond to an information technology, security or other event. An employee rostered to be on call will be paid an on call allowance at the following rate:

<b>Days</b>	<b>\$ per day rostered on call</b>
Monday to Friday inclusive	\$21.09
Saturdays, Sundays and public holidays	\$43.08

- 27.4 Employees who are rostered to be on call are not required to remain at their usual place of residence or place appointed by Westfund. However, they must be able to be contacted and be able to respond within a reasonable time.
- 27.5 Employees on call shall be entitled to the recall to duty payment as stipulated in clause 27.1 when they receive a call and complete any work.
- 27.6 Any recall to duty/ on call allowance provided for under this clause will be increased by the same increase as stipulated in clause 23.1.

## **28. Meal Allowance**

28.1 Where an Employee:

- (a) is required to work overtime of more than one hour on any day after the time at which the Employee ordinarily finishes work for the day; and
- (b) the Employee was not given at least 24 hours' notice of that requirement; and
- (c) the Employee cannot reasonably return home for a meal within the period of the meal break,

Westfund will pay the Employee a meal allowance of \$20.01 or supply the Employee with a meal. An additional meal allowance of \$18.14 will be paid where the number of hours the Employee is required to work exceeds 4.

28.2 Any meal allowance provided for under this clause will be increased by the same increase as stipulated in clause 23.1.

## **29. Meal Break**

29.1 Westfund will give an Employee an unpaid meal break of at least 30 minutes at a time determined by Westfund once every 5 hours of work, unless the Employee would normally finish work within that period. If there is an emergency Westfund can require the Employee to work on without a meal break but it will then give that Employee a meal break as soon as practicable. If the Employee would normally finish work within that meal break, then Westfund does not have to give an Employee that meal break.

## **30. Higher Duties**

30.1 Where an Employee is required by Westfund to relieve in a job which is at a level higher than the job the Employee usually works for a period of more than 4 consecutive working days, the Employee will be paid a Higher Duties Allowance if they are taking on the full duties of that role. Where an Employee is required to relieve in a job but is only performing a portion of the role, they will be paid a relevant percentage of the Higher Duties Allowance.

30.2 The Higher Duties Allowance will be paid on a weekly basis and is calculated as the difference between the Base Rate of Pay of the job they are relieving and the Employee's Base Rate of Pay.

30.3 An Employee who is undertaking higher duties will continue to receive the Higher Duties Allowance while on the following types of paid leave:

- (a) annual leave;
- (b) personal and carer's leave;
- (c) compassionate leave;
- (d) domestic and family violence leave; and
- (e) community service leave.

- 30.4 Payment of the Higher Duties Allowance will cease when the higher duties arrangement ceases.
- 30.5 If an Employee's employment is terminated while they are receiving a Higher Duties Allowance, all payments owed on termination will be made on the basis of the Employee's Base Rate of Pay, excluding the Higher Duties Allowance.

### **31. Motor Vehicle Allowance**

- 31.1 A motor vehicle allowance is payable where an Employee agrees to a Westfund request to use their private vehicle for work related purposes, subject to this being approved by their manager in advance.
- 31.2 The motor vehicle allowance is calculated using the cents per kilometre method, using the applicable ATO rate at that time.
- 31.3 The private vehicle for work purposes must be:
- (a) operated by an appropriately licenced driver at all times that it is being used for work related purposes;
  - (b) registered at all times;
  - (c) road worthy and safe to perform the agreed work purpose; and
  - (d) comprehensively insured.
- 31.4 Westfund may require the Employee to provide evidence of the matters in clause 31.3, prior to the agreement in clause 31.1, or at any other time it deems necessary.
- 31.5 An Employee required to drive a motor vehicle owned by Westfund will not receive the motor vehicle allowance under clause 31.2 and the Employee must:
- (a) hold a current and appropriate driver's licence, noting this requirement may be an inherent requirement of the Employee's position;
  - (b) provide evidence to Westfund of a current driver's licence to Westfund upon commencement of employment or at Westfund's request; and
  - (c) notify Westfund immediately if they lose their driver's licence for any reason.

### **32. Uniform**

- 32.1 Employees required by Westfund to wear a uniform will be supplied with an adequate number of uniforms appropriate to their position, free of cost to the Employee.
- 32.2 Any uniform provided by Westfund under this clause will remain the property of Westfund and the Employee must return the uniform, laundered, to Westfund on termination of the Employee's employment.

### **33. Travel expenses**

- 33.1 If Westfund requires an Employee to travel to any place away from their usual workplace, Westfund will pay for their reasonable travelling, accommodation, meal and

other expenses. However Westfund can choose where the Employee stays and the method of travel.

- 33.2 An Employee must provide receipts relating to their expenditure when claiming reimbursement of travel expenses.

## **34. Health Insurance Discount**

- 34.1 Subject to clause 34.2, Employees are entitled to a 30% discount on a Westfund health insurance policy that covers the Employee effective from the date that this Agreement comes into effect.
- 34.2 Employees will not receive a 30% discount on a Westfund health insurance policy that is an ambulance only product.
- 34.3 Employees will no longer be entitled to the 30% discount if for any reason their employment with Westfund ends. This discount will be removed effective from the Employee's termination date.

## **PART E - FLEXIBILITY**

### **35. Flexibility term**

- 35.1 For the avoidance of doubt, individual flexibility arrangements in this clause, are subject to agreement by, and operational requirements of, Westfund.
- 35.2 Westfund and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the flexibility agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances; or
    - (v) annual leave loading;
  - (b) the arrangement meets the genuine needs of Westfund and the Employee in relation to one or more of the matters mentioned in clause 35.2(a); and
  - (c) the arrangement is genuinely agreed to by Westfund and the Employee, without coercion or distress.
- 35.3 Westfund must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act;
  - (b) are not unlawful terms under section 194 of the Fair Work Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 35.4 Westfund must ensure that the individual flexibility arrangement:
- (a) is in writing.
  - (b) includes the name of Westfund and the Employee;
  - (c) is signed by Westfund and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement;
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 35.5 Westfund must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 35.6 Westfund or the Employee may terminate the individual flexibility arrangement:
- (a) by giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013); or
  - (b) if Westfund and the Employee agree in writing at any time.

## **PART F - LEAVE**

### **36. General Leave Entitlement Provisions**

- 36.1 Employees will retain all accrued leave entitlements that were held before the Commencement Date.
- 36.2 All deductions of leave will be based on the number of expected hours the Employee is absent from work.
- 36.3 Where an Employee takes leave of any kind:
- (a) for which they are entitled to be paid, the Employee will be paid their Base Rate of Pay during the period of leave; and
  - (b) for which they are not entitled to be paid, the Employee will not be paid during the period of leave.
- 36.4 Where an Employee is absent and fails to comply with their obligations in this PART F, other than because of circumstances beyond the Employee's control, the absence may:
- (a) be treated as unauthorised;
  - (b) result in the Employee not being paid; and

(c) not count towards the Employee's service.

36.5 Where any public holiday which the Employee would otherwise be entitled to occurs during a period of paid leave, the public holiday will not be deducted from the Employee's accrued leave.

## **37. Annual Leave**

37.1 Full-Time Employees and Part-Time Employees, including Maximum Term Employees, are entitled to 5 weeks of annual leave for each 12 months of work for Full-Time employees and at a pro rata rate for Part-Time Employees.

37.2 Annual leave accrues progressively during the 12-month period and is credited to Employees each week.

37.3 Employees are able to take annual leave, subject to the availability of accrued leave and approval by Westfund. Westfund must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

37.4 Employees will not accrue any annual leave during any unauthorised absences or unpaid leave or any period which does not count as service.

37.5 If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave or community service leave under clause 54), the Employee is taken not to be on paid annual leave for the period of that other leave.

### **Excessive Leave Accruals**

37.6 Subject to clause 37.7, unused annual leave will accumulate from year to year without limit.

37.7 Where an Employee has an annual leave balance in excess of eight (8) weeks for Full-Time Employees or pro rata for Part-Time Employees, Westfund may require the Employee to take a period of annual leave:

- (a) sufficient to reduce the Full-Time Employee's annual leave balance to six (6) weeks or an equivalent pro rata amount for Part-Time Employees; and
- (b) at a time mutually agreed where possible, but at Westfund's final determination as long as the Employee is given at least eight (8) weeks' notice.

### **Direction to take annual leave during temporary shut down**

37.8 Clauses 37.8 – 37.17 applies if Westfund:

- (a) intends to shut down all or part of its operation for a particular period (temporary shutdown period); and
- (b) wishes to require affected employees to take paid annual leave during that period.

- 37.9 Westfund will give the affected employees 28 days' written notice of a temporary shutdown period or any shorter period agreed between Westfund and the majority of relevant employees.
- 37.10 Westfund will give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 37.9 and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.
- 37.11 Westfund may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.
- 37.12 A direction by Westfund under clause 37.11 will:
- (a) be in writing; and
  - (b) must be reasonable.
- 37.13 The employee must take paid annual leave in accordance with a direction under clause 37.11.
- 37.14 In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 37.11, Westfund and an employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown period.
- 37.15 An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 37.18.
- 37.16 In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 37.18, to which an entitlement has not been accrued, is to be taken into account.
- 37.17 Clause 37.7 does not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clauses 37.8 – 37.17.

#### **Annual Leave in advance**

- 37.18 Westfund and an Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.
- 37.19 An agreement must:
- (a) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (b) be signed by Westfund and the Employee.
- 37.20 If an Employee takes annual leave in advance, Westfund will pay the leave at the Base Rate of Pay at the time the leave is taken for the Ordinary Hours the Employee would have worked if they had not been on leave.
- 37.21 If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 37.18, Westfund may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee



in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### **Payment for Annual Leave on Termination of Employment**

37.22 Employees will be paid for any unused annual leave entitlement on resignation or termination of employment.

### **Annual Leave Loading**

37.23 When on annual leave, Employees will receive a loading of 17.5%.

37.24 Any leave loading payable under this clause will be paid to the Employee in the pay period they receive payment for their annual leave.

### **Cashing out Annual Leave**

37.25 Full-Time and Part-Time Employees, including Maximum Term Employees, may cash out up to two weeks' annual leave in any calendar year, by agreement in writing with Westfund, provided the Employee has at least four weeks' annual leave remaining after the annual leave is cashed out.

37.26 Any period of cashed out annual leave will be paid to the Employee at their Base Rate of Pay plus the annual leave loading provided by clause 37.23.

## **38. Personal/Carer's leave**

38.1 Full-Time Employees and Part-Time Employees, including Maximum Term Employees, accrue personal/carer's leave and are entitled to 2 weeks of personal/carer's leave for each 12 months of work for Full-Time Employees and at a pro rata rate for Part-Time Employees.

38.2 Personal/carer's leave accrues progressively during the 12 month period and is credited to Employees each week.

38.3 Unused personal/carer's leave will accumulate from year to year without limit.

38.4 Employees will not:

- (a) accrue any personal/carer's leave during any unauthorised absences or unpaid leave or any period which does not count as service; or
- (b) be paid for any unused personal/carer's leave entitlement on resignation or termination of employment.

### **Approval of Personal/Carer's Leave**

38.5 Westfund will, subject to the availability of accrued personal/carer's leave, approve paid personal/carer's leave for an Employee for the following purposes:

- (a) where the Employee is ill or injured and as a result is unable to work; or
- (b) to provide care or support for an Immediate Family or Household member who requires care or support because of:

- (i) an illness or injury of an Immediate Family or Household member; or
- (ii) an unexpected emergency affecting an Immediate Family or Household member.

38.6 For the avoidance of doubt, personal/carers leave will be paid to Employees:

- (a) only for days they would ordinarily work; and
- (b) at the Employee's Base Rate of Pay for their Ordinary Hours for that day.

### **Evidence requirements**

38.7 Medical certificates must be provided by Employees for absences of more than two days due to personal injury or illness, unless Westfund waives this requirement.

38.8 Westfund may require a medical certificate:

- (a) for an absence of a single day before or after a public holiday;
- (b) for absences of two days due to personal injury or illness; or
- (c) where it considers this is necessary to verify the reasons for the Employee's absence and subject to the requirement being made known in sufficient time to allow the Employee to obtain a medical certificate.

38.9 Where an Employee is unable to provide a required medical certificate for reasons beyond the control of the Employee, the Employee must provide a statutory declaration confirming that the Employee was unfit for work.

38.10 Westfund may require an Employee to provide appropriate verification of the reasons for seeking personal/carer's leave where it is for a reason other than personal illness or injury as follows:

- (a) where the leave is because of an illness or injury of an Immediate Family or Household member - a medical certificate; or
- (b) where the leave is because of an unexpected emergency affecting an Immediate Family or Household member - a statutory declaration or other form of verification acceptable to Westfund.

### **Notification requirements**

38.11 An Employee must notify their supervisor of their absence and intention to apply for personal/carer's leave as soon as practicable and before the Employee's scheduled commencement time, where this is practicable.

### **Substitution of Personal/Carer's Leave**

38.12 An Employee may not take personal/carer's leave while on any form of parental leave.

38.13 Employees on another form of paid leave, other than parental leave, may apply to substitute personal/carer's leave, subject to:

- (a) approval by Westfund in accordance with clause 38.5; and

- (b) the Employee providing a medical certificate from a registered health practitioner as verification of the illness or injury.

38.14 For the avoidance of doubt a medical certificate from a registered health practitioner is the only evidence that will be accepted when applying to substitute personal/carer's leave for another form of paid leave.

### **Unpaid Personal/Carer's Leave**

38.15 Casual Employees, Full-Time Employees and Part-Time Employees, including Maximum Term Employees, who do not have any accrued personal/carer's leave available, are entitled to a maximum of two days unpaid personal/carer's leave, per occasion, to provide care or support for a member of their Immediate Family or Household who requires care or support because of:

- (a) an illness or injury of an Immediate Family or Household member, or
- (b) an unexpected emergency affecting an Immediate Family or Household member.

38.16 The Employee is required to provide Westfund with notice of the requirement to take unpaid personal/carer's leave in accordance with clause 38.15 as soon as practicable.

38.17 Westfund may require evidence of the reason for taking unpaid personal/carer's leave in accordance with clauses 38.7- 38.10.

## **39. Compassionate Leave**

39.1 Employees are entitled to 2 days of compassionate leave for each occasion when:

- (a) an Employee's Immediate Family or Household member:
  - (i) is suffering from a life-threatening illness or injury; or
  - (ii) dies;
- (b) a child is stillborn, where the child would have been a member of the Employee's Immediate Family or Household, if the child had been alive;
- (c) the Employee or the Employee's Partner has a miscarriage.

39.2 Employees are entitled to an additional 2 days of compassionate leave if the occasion outlined in clause 39.1 occurs overseas.

### **Taking Compassionate Leave**

39.3 An Employee may take compassionate leave if it is in response to one of the occasions outlined in clause 39.1.

39.4 An Employee may take compassionate leave for each permissible occasion as:

- (a) a single continuous 2 day period; or
- (b) 2 separate periods of 1 day each; or

- (c) any separate periods to which the Employee and Westfund agree.

39.5 To be eligible for compassionate leave, the Employee may be required to provide:

- (a) verification of the illness, injury and certification from a medical practitioner that the illness or injury poses a serious threat to the person's life; or
- (b) verification of the death, still birth or miscarriage.

#### **Payment for Compassionate Leave**

39.6 An Employee, other than a Casual Employee, who take compassionate leave in accordance with this clause will be paid their Base Rate of Pay for the Ordinary Hours or work in the period.

### **40. Parental Leave**

#### **Unpaid parental leave**

40.1 Unpaid parental leave is leave an eligible Employee can take after an:

- (a) Employee gives birth;
- (b) Employee's Partner gives birth; or
- (c) Employee adopts a child under 16 years of age.

40.2 Eligible Employees are entitled to 12 months of unpaid parental leave and can request an additional 12 months of unpaid leave.

40.3 Full-Time Employees and Part-Time Employees, including Maximum Term Employees, are eligible to unpaid parental leave in accordance with the NES if they:

- (a) have worked for Westfund for 12 months:
  - (i) before the date or expected date of birth if the Employee is pregnant;
  - (ii) before the date of the adoption; or
  - (iii) when the leave starts (if the leave is taken after another person cares for the child or takes parental leave);
- (b) have or will have responsibility for the care of a child.

40.4 Casual employees are eligible for unpaid parental leave in accordance with the NES if they have:

- (a) been working for Westfund on a regular and systemic basis for at least 12 months; and
- (b) a reasonable expectation of continuing work with Westfund on a regular and systemic basis, had it not been for the birth or adoption of a child.

#### 40.5 Unpaid parental leave can be taken:

- (a) As a single continuous period;
- (b) flexibly for up to 100 days; or
- (c) as a combination of a continuous period and flexible days.

#### 40.6 Taking continuous parental leave

- (a) If a pregnant Employee takes continuous parental leave, it has to start within 24 months of the birth of the child or up to 6 weeks before the expected birth (or earlier if Westfund agrees). The parental leave has to end within 24 months of the birth of the child.
- (b) If the Employee who isn't pregnant is the parent taking the continuous parental leave, the leave has to start and end within 24 months of the birth of the child. This Employee can start continuous parental leave after the birth of the child if they have responsibility for the care of the child.
- (c) If the leave is adoption related, the Employee parent taking continuous leave has to start their leave period on the date of placement of the child. The Employee can start parental leave after the date of placement of the child if they have responsibility for the care of the child.

#### 40.7 Taking flexible parental leave

- (a) Flexible parental leave is leave that can be taken flexibly by an Employee.
- (b) An employee can take up to 100 days of their 12-month parental leave flexibly up to:
  - (i) their child's second birthday, or
  - (ii) the second anniversary of their adopted child's placement.
- (c) Flexible unpaid parental leave can be taken as:
  - (i) a single continuous period of one day or longer; and
  - (ii) separate periods of one day or longer each.
- (d) Flexible parental leave can be taken within the first 24 months of the birth or placement of an adopted child. An Employee who is pregnant can start taking their flexible parental leave up to 6 weeks before the expected birth of the child.
- (e) An Employee can take flexible parental leave before and after taking continuous parental leave. The total of both flexible and continuous periods can't be longer than 12 months (unless an Employee extends their leave up to 24 months).

#### 40.8 Both parents taking leave

- (a) Parents who are Partners can take parental leave at the same time or at different times, or a combination of both.

#### 40.9 Notice requirements

- (a) An Employee has to give Westfund at least 10 weeks' notice before starting their unpaid parental leave, regardless of whether it's continuous or flexible leave.
- (b) This notice needs to:
  - (i) be in writing;
  - (ii) say how much leave they want to take;
  - (iii) include the start and finish dates for any continuous unpaid parental leave; and
  - (iv) state the total number of days of flexible unpaid parental leave the employee intends to take.
- (c) If an Employee can't give 10 weeks' notice, they need to provide as much notice as possible. This may be after the leave has started.
- (d) An employee can provide less notice with Westfund's agreement if the Employee is:
  - (i) only taking flexible unpaid parental leave
  - (ii) taking flexible unpaid parental leave before a period of continuous unpaid parental leave.
- (e) At least 4 weeks before an Employee is due to start their leave, the Employee has to confirm the following with Westfund:
  - (i) their parental leave dates;
  - (ii) the number of flexible unpaid parental leave days they're taking.

#### **Pre-adoption leave**

40.10 Employees who are taking unpaid parental leave to care for an adopted child are also entitled to 2 days unpaid pre-adoption leave to attend relevant interviews or examinations.

40.11 This leave can't be used if Westfund tells an Employee to take another type of leave.

#### **Unpaid special parental leave**

40.12 A pregnant Employee who is eligible for unpaid parental leave can take unpaid special parental leave if they're unfit for work because they:

- (a) are pregnant and have a pregnancy-related illness; or
- (b) have a pregnancy loss after 12 weeks and their baby is not stillborn.

- 40.13 If an Employee takes unpaid special parental leave because of a pregnancy-related illness, the leave will end when the pregnancy ends or the employee is no longer unfit for work due to the illness, whichever is earlier.
- 40.14 If the Employee takes leave because of a miscarriage or termination, the leave can continue until they're fit for work.
- 40.15 While the Employee won't be entitled to take unpaid special parental leave if the baby is stillborn, they may still be entitled to take unpaid parental leave or compassionate leave.
- 40.16 Unpaid special parental leave doesn't reduce the amount of unpaid parental leave that an Employee can take.
- 40.17 Where an Employee makes a request for unpaid special parental leave, the Employee:
- (a) must provide notice to Westfund as soon as is practicable before or after the leave has commenced;
  - (b) must advise Westfund of the expected period of the leave; and
  - (c) on the request of Westfund, must provide evidence to Westfund's reasonable satisfaction to support such an absence, as soon as is practicable before or after the leave has commenced.

#### **Safe job and no safe job leave**

- 40.18 All pregnant Employees, including casuals, regardless of whether or not they are entitled to unpaid parental leave, are entitled to be transferred to a safe job if they have given Westfund evidence that they are fit for work but it's inadvisable for them to continue in their current position because of:
- (a) an illness or risk arising out of the Employee's pregnancy; or
  - (b) hazards connected with their position.
- 40.19 If there is an appropriate safe job available, Westfund will transfer the Employee to that job. The safe job will have the same ordinary hours of work as the employee's current position, unless the Employee agrees to different ordinary hours.
- 40.20 The Employee will receive the full rate of pay rate that they got in their usual job for the hours they work in the safe job.
- 40.21 The Employee will stay in the transferred role until:
- (a) it's safe to go back to their normal job, or
  - (b) their pregnancy ends.
- 40.22 If there is no appropriate safe job available, the Employee can take no safe job leave. If the Employee is entitled to unpaid parental leave, no safe job leave is paid at the Base Rate of Pay for the Employee's Ordinary Hours. For a casual, no safe job leave is paid

at the Base Rate of Pay (not including the casual loading) for the average number of hours they would have worked in the period they're on leave.

40.23 Employees who aren't entitled to unpaid parental leave can take unpaid no safe job leave.

#### **Keeping in Touch Program**

40.24 Westfund and an Employee who is the primary carer of a child and absent on parental leave, may agree to the Employee attending work during the parental leave for keeping in touch purposes. Where this occurs:

- (a) the Employee will be paid their normal salary for the time the Employee is at work;
- (b) the work will not affect the Employee's paid parental leave; and
- (c) the work will not extend the maximum period of paid parental leave.

40.25 The maximum number of days that may be agreed for keeping in touch purposes is 10 days in the first 12 months of parental leave and another 10 days if the parental leave is extended for a further 12 months.

40.26 The days which the Employee may attend work for keeping in touch purposes may only commence:

- (a) later than 14 days after the date of birth, or day of placement, of the relevant child, and then only if suggested or requested by the Employee; or
- (b) any other circumstance, later than 42 days after the date of birth, or placement, of the child.

40.27 For the purposes of this clause, "keeping in touch purposes" include, but are not limited to:

- (a) participating in planning meetings;
- (b) performing on-the-job training; and
- (c) performing work to become familiar with the workplace or the Employee's role before returning to work.

#### **Return to Work Guarantee following Parental Leave**

40.28 On ending unpaid parental leave, an Employee is entitled to return to:

- (a) the Employee's pre-parental leave position; or,
- (b) if that position no longer exists, an available position for which the Employee is qualified and suited nearest in status and pay to the pre-parental leave position.



## **Paid Parental Leave**

- 40.29 Eligible employees will be entitled to 26 weeks' paid parental leave in accordance with the Parental Leave Policy.

## **41. Long Service Leave**

- 41.1 Employees are entitled to long service leave in accordance with the long service leave provisions included in the applicable State or Territory legislation or 13 weeks' long service leave for each 10 years of service, whichever is greater.
- 41.2 Long service leave is to be taken at a time that is mutually agreed between Westfund and an Employee. Westfund will not unreasonably withhold approval.

## **42. Wellbeing Day**

- 42.1 Employees are entitled to 1 day paid leave per calendar year to be used for "wellbeing" purposes.
- 42.2 The Wellbeing Day must be used within the calendar year and will not accumulate from year to year. The Wellbeing Day will not be paid out on termination.
- 42.3 Employees may only take the Wellbeing Day at a time agreed in advance with Westfund. Westfund must not unreasonably refuse to agree to a request by the employee to take a Wellbeing Day

## **43. Community Service Leave**

- 43.1 Employees are entitled to community service leave in the following circumstances:
- (a) during any period of jury service;
  - (b) where an Employee engages in voluntary emergency management activity; or
  - (c) for any other activity prescribed in the Fair Work Regulations as being applicable to community service leave.
- 43.2 Where Full-Time Employees or Part-Time Employees, including Maximum Term Employees, are on community service leave while on jury service, Westfund will pay the Employee the difference between payments received for the jury service and the Employee's Base Rate of Pay for the shorter of:
- (a) the duration of the jury service; or
  - (b) 10 days.
- 43.3 Where Full-Time Employees or Part-Time Employees, including Maximum Term Employees, are engaged in voluntary emergency management activities as defined in

clause 43.5 or attend Defence Forces Reserve Training, Westfund will provide the Employee with unpaid community services leave in accordance with the Fair Work Act.

43.4 All community service leave is unpaid except for the payment for jury service in clause 43.2.

43.5 For the purposes of this clause, an Employee engages in voluntary emergency management activity if:

- (a) the Employee engages in an activity that involves dealing with an emergency or natural disaster;
- (b) the Employee is engaged in the activity on a voluntary basis (whether or not the Employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity);
- (c) the Employee is a member of, or has a member like association with, a recognised emergency management body, as that term is defined in the Fair Work Act; and
- (d) either:
  - (i) the Employee was requested by or on behalf of the body to engage in the activity; or
  - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

43.6 To be eligible for community service leave, the Employee must give Westfund notice of the absence:

- (a) as soon as possible, which may be after the community service leave starts, if it is not practicable to provide prior notice; and
- (b) which includes the period or expected period of absence.

43.7 Westfund may request that an Employee who has given notice under clause 43.6, provides evidence that they are entitled to community service leave.

## **44. Family and Domestic Violence Leave**

44.1 Where an Employee has been experiencing Family and Domestic Violence, the Employee is entitled to up to 10 days of paid family and domestic violence leave in a calendar year, if:

- (a) the Employee is experiencing Family and Domestic Violence;
- (b) the Employee needs to do something to deal with the impact of the Family and Domestic Violence; and
- (c) it is impractical for the Employee to do that thing outside the Employee's work hours.

- 44.2 Family and domestic violence leave:
- (a) is available to Employees in full at the start of each 12-month period of the Employee's employment, which for Maximum Term Employees and Casual Employees is deemed to be the start of the Employees first employment with Westfund; and
  - (b) does not accumulate from year to year.
- 44.3 Casual Employees will be paid the amount they otherwise would have been paid for the time they were scheduled to work by Westfund on the day or days that the family and domestic violence leave occurs.
- 44.4 Full-time and Part-Time Employees, including Maximum Term Employees, will be paid for their Ordinary Hours at their Base Rate of Pay.
- 44.5 An Employee may take paid family and domestic violence leave as:
- (a) a single continuous ten-day period;
  - (b) separate periods of one or more days each; or
  - (c) any separate periods which Westfund and the Employee agree, including periods of less than one day.
- 44.6 An Employee may be required to provide evidence to Westfund that supports the Employee's need to take family and domestic violence leave, such as a document provided by the police, a medical practitioner, a court, a legal practitioner or a family violence support service. A signed statutory declaration may also be provided as proof.
- 44.7 To be eligible for family and domestic violence leave, the Employee must give Westfund notice of the absence:
- (a) as soon as possible, which may be after the family and domestic violence leave starts, if it is not practicable to provide prior notice; and
  - (b) which includes the period or expected period of absence.
- 44.8 Westfund may request that an Employee who has given notice under clause 44.6, provides evidence that the family and domestic violence leave is taken in accordance with clause 44.1
- 44.9 Westfund must take steps to ensure information about any notice or evidence provided by an Employee under this clause is treated confidentially as far as is reasonably practicable, however Westfund may disclose any such information where:
- (a) required by law; or
  - (b) it is necessary to protect the life, health, or safety of the Employee or any other person.

- 44.10 For the avoidance of doubt, an Employee is not entitled to family and domestic violence leave if the Employee is the perpetrator of Family and Domestic Violence.

## **45. Other Leave**

- 45.1 Westfund, at its sole discretion, may approve paid or unpaid other leave for any reason considered by Westfund to be appropriate and subject to any conditions which may be set by Westfund.
- 45.2 Unpaid other leave may or may not count as service as determined by Westfund at its sole discretion.

## **46. Public Holidays**

- 46.1 The following days will be treated as public holidays under this Agreement:
- (a) New Year's Day;
  - (b) Australia Day;
  - (c) Anzac Day;
  - (d) Good Friday;
  - (e) Easter Monday;
  - (f) the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - (g) Labour Day (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - (h) Christmas Day;
  - (i) Boxing Day;
  - (j) any other day declared to be a public holiday, including a substitute public holiday, by or under the law of the State or Territory where the Employee is usually scheduled to work; and
  - (k) for those Employees employed in NSW only, Bank Holiday, with Employees taking this day on any given day until the end of the calendar year in which it falls.
- 46.2 Where a substitute public holiday is declared by or under a law of the State or Territory where the Employee is usually scheduled to work, that day will replace the public holiday that would otherwise apply.
- 46.3 For the avoidance of doubt, for the purpose of this clause 46 an Employee is entitled to a public holiday if they are ordinarily scheduled to work on a day where the public holidays falls in the relevant State or Territory.
- 46.4 Westfund may, at its sole discretion, agree:

- (a) to an Employee's request to arrange a public holiday swap, subject to any shut down period of Westfund, to enable the Employee to have paid time off on a day of cultural or religious importance to the Employee; and
  - (b) the Employee will work on an agreed nominated public holiday, subject to any shut down period of Westfund, and be paid as though that day is not a public holiday and will have another working day off with full pay.
- 46.5 An Employee who would normally have been required to work on the day on which a public holiday falls and who is not required to work, will be paid the same as if the Employee had worked on that day.
- 46.6 Employees requested to work on a public holiday may refuse to work on the public holiday if the Employee(s) has reasonable grounds for refusing to work. Westfund will determine in its sole discretion whether the refusal to work is reasonable by considering the following factors:
  - (a) the nature of the work performed;
  - (b) whether employment is full-time, part-time, casual or shift work;
  - (c) the nature of the workplace, including its operational requirements;
  - (d) the Employee's reasons for refusing the request to work;
  - (e) personal circumstances, including family responsibilities;
  - (f) whether usual employment conditions and agreed hours of work contemplates that Westfund as the employer, might require the Employee work on public holidays;
  - (g) whether the Employee has acknowledged or could reasonably expect that Westfund may require the Employee to work on public holidays;
  - (h) the amount of notice given to the Employee when requested to work on a public holiday;
  - (i) the amount of notice provided by the Employee when refusing a request to work on a public holiday;
  - (j) whether an emergency or unforeseen circumstances are involved; and
  - (k) any other relevant factors.
- 46.7 If Westfund determines the refusal to work is reasonable, the Employee will not work but will be paid the same as if the Employee had worked on that day.

## **47. Unauthorised absences**

- 47.1 Where an Employee is absent from duty without approval and without reasonable cause (for example, due to unforeseeable, exceptional or emergency circumstances of the Employee):
  - (a) it will be regarded as a breach of the Misconduct Policy and disciplinary action may be taken as a result of the breach;

- (b) the absence will be without pay and will not count as service for any purpose; and
- (c) all other benefits provided under this Agreement will cease to be available to the Employee until the Employee resumes duty or is granted leave.

## **PART G - REDUNDANCY**

### **48. Redundancy - General**

- 48.1 This PART G only applies to Full-Time Employees and Part-Time Employees who have completed their Employee Review Period Assessment, but excludes Maximum Term Employees and Trainees.
- 48.2 Subject to the provisions of this PART G, an Employee is entitled to redundancy pay where an Employee is terminated by Westfund because:
  - (a) it no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
  - (b) because of the insolvency or bankruptcy of Westfund.

### **49. Redeployment**

- 49.1 Westfund will make reasonable efforts to redeploy Employees whose position may be made redundant.
- 49.2 Westfund may redeploy an Employee to a position at a lower level where this is agreed by the Employee. Where this occurs, the Employee is not entitled to any redundancy payment and Westfund will either:
  - (a) give the Employee notice of the transfer of at least the same length as the employee would be entitled to under clause 53, as if it were a notice of termination given by Westfund; or
  - (b) transfer the Employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that Westfund pays the employee an amount equal to the difference between the Employee's Base Rate of Pay (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the Employee would have worked in the first role, and the Base Rate of Pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the Employee in the second role for the period for which notice was not given.

### **50. Transfer of Employment**

- 50.1 Where there is a transfer of employment in relation to an Employee and section 22(5) of the Fair Work Act applies to that transfer, the Employee is not entitled to any redundancy pay due to the termination of their employment by Westfund.
- 50.2 An Employee is not entitled to redundancy pay in relation to the termination of their employment if:

- (a) the Employee rejects an offer of employment by another employer (the second employer) that:
  - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with Westfund immediately before the termination; and
  - (ii) recognises the Employee's service with Westfund; and
- (b) had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee, subject to any order by the Fair Work Commission to pay the Employee redundancy pay where it is satisfied that the Employee was treated unfairly.

## 51. Redundancy Payments and Notice

- 51.1 Where an Employee is not able to be redeployed and the Employee is terminated on the grounds of redundancy, the Employee is entitled to the following redundancy payments:

Employee's Period of Continuous Service with Westfund on termination	Redundancy pay – under 45 years old as at termination	Redundancy pay – over 45 years old as at termination
At least 1 year but less than 2 years	4 weeks' pay	5 weeks' pay
At least 2 years but less than 3 years	7 weeks' pay	8.75 weeks' pay
At least 3 years but less than 4 years	10 weeks' pay	12.5 weeks' pay
At least 4 years but less than 5 years	12 weeks' pay	15 weeks' pay
At least 5 years but less than 6 years	14 weeks' pay	17.5 weeks' pay
At least 6 years	16 weeks' pay	20 weeks' pay

- 51.2 An Employee whose position is made redundant will also be provided the notice of termination of employment required by clause 53 and may be paid in lieu of all or part of that notice.
- 51.3 An Employee is entitled to finish their employment with Westfund during the notice period. Where this occurs, the Employee will not be paid for the part of the notice period that was not worked, but their redundancy payments and other termination payments will be calculated as though the Employee worked for the entire notice period.
- 51.4 For the purposes of this clause, "weeks' pay" is calculated based on the Employee's Base Rate of Pay and Ordinary Hours.

## **52. Job Search Entitlement**

- 52.1 Where Westfund provides an Employee with notice of termination on the grounds of redundancy, the Employee is entitled to up to one day paid leave for each week of the notice period for the purpose of seeking alternative employment.
- 52.2 Westfund may require the Employee to provide evidence of their job search activities on any paid leave under clause 52.1 and where the Employee does not provide such evidence, Westfund may withhold payment for that absence.

## **PART H – TERMINATION OF EMPLOYMENT**

### **53. Notice of Termination**

- 53.1 This clause applies to Full-time and Part-Time Employees, but does not apply to Maximum Term Employees engaged for a specified time, or to complete a specified task, when their employment ceases at the end of such specified period or specified task.
- 53.2 Westfund or the Employee will, subject to clause 53.1 and 53.3, provide the other with the following notice of termination of employment:

<b>Employee's period of Continuous Service with Westfund at the end of the day the notice is given</b>	<b>Period of Notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 53.3 Employers are required to give an additional week of notice if the Employee is over 45 years old and has completed at least 2 years of Continuous Service with Westfund at the end of the day the notice is given.
- 53.4 Westfund may pay the Employee in lieu of all or part of the notice period.
- 53.5 If an Employee fails to give the required notice under clause 53.2, and Westfund did not agree to a shorter notice period, Westfund will have the right to withhold monies due to the Employee with a maximum amount equal to the Employee's Base Rate of Pay for the required period of notice to a maximum of one week.

### **54. Termination for Serious Misconduct**

- 54.1 Nothing in this Agreement prevents Westfund from terminating the employment of an Employee for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.



## **55. Termination payments**

55.1 Subject to clause 55.2, within 7 days of an Employee ceasing employment with Westfund, the Employee will receive:

- (a) payment in lieu of unused annual leave entitlements and any long service leave entitlements as specified in the applicable legislation, based on the Employee's final Base Rate of Pay including any allowances that would have continued to be payable during a period of annual leave or long service leave;
- (b) payment in lieu of notice in accordance with clause 53 if applicable; and
- (c) all other amounts that are due to the Employee under the NES.

55.2 The requirement to make payments in clause 55.1 is subject to a further order of the Fair Work Commission and Westfund making deductions permitted by this Agreement or permitted by law.

## **56. Abandonment of Employment**

56.1 If an Employee is absent from work without notice for more than three (3) consecutive working days or three (3) consecutive rostered days, the Employee will be considered to have abandoned their employment which may result in termination of their employment in accordance with PART H.

## **57. Return of Property**

57.1 Upon termination, an Employee must immediately return all Westfund property to Westfund, including, but not limited to:

- all documents;
- keys and access passes;
- confidential information about Westfund or its subsidiary or associated companies;
- motor vehicles;
- computers and electronic devices; and
- mobile phones.

## **58. Job Search Entitlement**

58.1 Where Westfund provides an Employee with a notice of termination for reasons other than redundancy or serious misconduct, if the Employee is required to work out their notice period, the Employee is entitled to up to one day paid leave in order to look for another job.

58.2 Westfund may require the Employee to provide evidence of their job search activities on any paid leave under clause 58.1 and where the Employee does not provide such evidence, Westfund may withhold payment for that absence.

## Appendix 1 – Minimum Base Pay Rates

### A. Westfund Office Employee

Classification	Minimum Hourly Base Rate of Pay (payable on the first full pay period ending on or after 1 July 2023)
Office Trainee	\$23.23
Office Grade 1	\$23.97
Office Grade 2	\$26.18
Office Grade 3	\$29.67
Office Grade 4	\$32.21
Office Grade 5	\$36.79
Office Grade 6	\$49.45
Health Support Grade 1	\$50.00
Health Support Grade 2	\$55.00
Health Support Grade 3	\$60.00

### B. Westfund Dental Employees

Classification	Minimum Hourly Base Rate of Pay (payable on the first full pay period ending on or after 1 July 2023)
Support Services Employee - Grade 1	\$23.23
Support Services Employee - Grade 2	\$24.92
Support Services Employee - Grade 3	\$25.88
Support Services Employee - Grade 4	Level 1 \$27.20
	Level 2 \$32.62
	Level 3 \$35.42
Support Services Employee - Grade 5	\$37.48
Support Services Employee - Grade 6	\$45.00
Health Professionals Grade 1	\$39.10
Health Professionals Grade 2	\$46.40
Health Professionals Grade 3	\$63.29

### C. Westfund Eyecare Employees

Classification	Minimum Hourly Base Rate of Pay (payable on the first full pay period ending on or after 1 July 2023)
Eyecare Trainee	\$23.23
Eyecare Grade 1	\$23.97
Eyecare Grade 2	\$24.92
Eyecare Grade 3	\$34.03
Eyecare Grade 4	\$35.50
Eyecare Grade 5	\$37.90
Eyecare Grade 6	\$45.00

## **Appendix 2 – Classifications**

### **A. Westfund Office Employee**

A Westfund Office Employee shall be graded in one of the following grades:

#### **Office Trainee**

- (a) An office trainee position is one in which employees are employed under a trainee agreement in accordance with Clause 15 and are supervised.
- (b) Indicative roles at this grade are:
  - (i) trainee finance administration officer
  - (ii) trainee technical support officer

#### **Office Grade 1**

- (a) A Grade 1 position is one in which employees work within established routines, methods and procedures that are predictable and may require the exercise of limited discretion.
- (b) Typical activities and skills may include but are not limited to:
  - (i) applying basic office procedures;
  - (ii) operating office equipment;
  - (iii) receiving, sorting, distributing and filing correspondence and documents;
  - (iv) performing basic manual or technical duties;
  - (v) performing defined data entry/inquiry tasks; and/or
  - (vi) answering enquiries using a general knowledge of the employer's services.
- (c) Indicative roles at this grade are:
  - (i) cleaner
  - (ii) yard hand

#### **Office Grade 2**

- (a) A Grade 2 position performs tasks and service requirements given authority within defined limits and employer established guidelines, using a more extensive range of skills and knowledge at a level higher than in Grade 1.
- (b) Grade 2 employees are responsible for their own work which is performed within established routines, methods and procedures.
- (c) Typical activities and skills may include but are not limited to:
  - (i) processing of standard documentation;

- (ii) undertaking cashiering functions;
  - (iii) answering enquiries from members and external parties using a detailed knowledge of specific business activities;
  - (iv) drafting correspondence appropriate to job function;
  - (v) organising own work schedule; and/or
  - (vi) providing information/assistance to other staff members.
- (d) Indicative roles at this grade are:
- (i) entry level administration officer

### **Office Grade 3**

- (a) A Grade 3 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a higher level than required in Grade 2.
- (b) The position encompasses limited discretion in achieving task outcomes. A level of delegation and authority may be employed consistent with the job function and is performed predominantly within established policies and guidelines.
- (c) Those employed at this grade are responsible and accountable for their own work, and may be expected to provide direction to other staff.
- (d) Typical activities and skills may include but are not limited to:
  - (i) undertaking of projects;
  - (ii) preparing reports and recommendations within their own job function;
  - (iii) drafting of routine correspondence;
  - (iv) administering/maintaining staff records; and/or
  - (v) delivery and/or co-ordination of learning and development activities.
- (e) Indicative roles at this grade are:
  - (i) concierge
  - (ii) helpdesk operator
  - (iii) office administrator
  - (iv) mail support.

### **Office Grade 4**

- (a) A Grade 4 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a level higher than required at Grade 3. Those employed at this grade are responsible for their own work and any employees under their supervision.

- (b) Positions at this level require the application of relevant specialist knowledge and experience.
- (c) Those employed at this grade are required to advise on a range of activities and contribute to the determination of objectives within the required area of expertise.
- (d) Typical activities and skills may include but are not limited to:
  - (i) managing and maintaining service standards;
  - (ii) overseeing day-to-day operations of functional areas of responsibilities;
  - (iii) implementing and maintaining effective controls;
  - (iv) preparing of reports.

(e) Indicative roles at this grade are:

- |                                     |  |
|-------------------------------------|--|
| • sales and service consultant      | • health care services assistant                   |
| • claims assessor                   | • executive assistant                              |
| • hospital claims coordinator       | • records and information security support officer |
| • service contact centre consultant | • groups payroll officer                           |
| • service and claims consultant     | • product administrator                            |
| • finance officer                   | • technical business analyst                       |
| • finance administration officer    | • quality improvement assistant                    |
| • accounts support                  | • quality assurance consultant                     |
| • accounts payable officer          | • business operations specialist                   |
| • people and culture coordinator    | • information security officer                     |
| • human resources coordinator       | • fraud risk officer                               |
| • recruitment lead                  | • sales support officer                            |
| • learning and development lead     | • reporting analyst                                |
| • learning facilitator              | • senior contact centre sales agent                |
| • compliance officer                | • data and reporting analyst                       |

- product development specialist
- technical operations support officer
- technology experience consultant
- applications administrator and API developer
- assistant systems administrator
- communications and social media officer
- brand officer
- sales and service trainer
- digital producer
- marketing campaigns officer
- junior business analyst
- product officer
- senior service contact centre consultant
- service support officer
- digital support officer

### Office Grade 5

- (a) A Grade 5 position is one in which tasks, service requirements and supervisory functions are performed using a more extensive range of skills and knowledge at a higher level than required at Grade 4.
- (b) The position may be:
  - (i) a specialised role, possibly supported by one or 2 junior staff members, requiring formal qualifications and/or specialised vocational training; and/or
  - (ii) a managerial role (managing 5–10 people) responsible for the operation of part or parts of the employer's business.
- (c) Those employed at this grade exercise considerable discretion and/or are responsible for operational planning.
- (d) Indicative roles at this grade are:
  - internal audit officer
  - technology support manager
  - sales and service team leader
  - service team leader
  - contact centre team leader
  - team leader records information security
  - payroll manager
  - commercial accountant
  - asset manager
  - claims manager
  - fraud risk manager
  - commercial analyst
  - business analyst
  - fund accountant
  - technical data analyst
  - technology delivery lead

- process improvement manager
- knowledge optimisation manager
- senior business analyst care centres
- medical benefits manager
- community development manager
- creative production manager
- corporate communications manager
- digital experience manager
- privacy and compliance officer
- marketing campaign manager
- digital design manager
- business process analyst
- care centre process support officer
- senior learning facilitator

### **Office Grade 6**

(a) A Grade 6 position typically performs a middle managerial role primarily to control the conduct of a part of the employer's business and in which decisions are regularly made and responsibility accepted on matters relating to the administration and conduct of the part of the business.

(b) Indicative roles at this grade are:

- product manager
- project manager operations
- project management office manager
- care centre operations manager
- senior business development manager
- risk manager
- compliance manager
- senior project manager
- manager organisation development and design
- I.T risk and governance lead
- commercial manager planning analysis
- national manager new business and client relationships
- finance manager
- human resources manager
- contact centre manager
- change manager
- head of sales
- head of brand marketing and experience
- health care services manager

### **Health Support – Grade 1**



- (a) An employee at this grade:
- (i) is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
  - (ii) is responsible for work performed with a substantial level of accountability and responsibility;
  - (iii) works either individually or in a team;
  - (iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
  - (v) possesses administrative skills and problem solving abilities;
  - (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and
  - (vii) may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.
- (b) Indicative roles at this grade are:
- health initiatives coordinator
  - health and wellbeing clinical coordinator
  - clinical lead

## **Health Support – Grade 2**

- (a) An employee at this grade:
- (i) is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
  - (ii) is responsible for work performed with a substantial level of accountability and responsibility;
  - (iii) may supervise the work of others, including work allocation, rostering and guidance;
  - (iv) works either individually or in a team;
  - (v) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
  - (vi) possesses developed administrative skills and problem solving abilities;
  - (vii) possesses well developed communication, interpersonal and/or arithmetic skills; and
  - (viii) may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.
- (b) Indicative roles at this grade are:

- health initiatives manager
- health initiatives coordinator
- health and wellbeing clinical coordinator
- clinical lead

### **Health Support – Grade 3**

- (a) Employees at this grade 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 independently 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.
- (b) They are responsible and accountable for their own work, and may have delegated responsibility for the work under their control or supervision, in terms of, among other things, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.
- (c) They would also be able to train and to supervise employees in lower grades by means of personal instruction and demonstration. They often exercise initiative, discretion and judgment in the performance of their duties.
- (d) The possession of relevant post-secondary qualifications may be appropriate but not essential.
- (e) Indicative typical duties and skills in this level may include:
  - (i) applying detailed knowledge of the organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances;
  - (ii) using computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text;
  - (iii) preparing internal reports for management in any or all of the following areas:
    - (A) account/financial;
    - (B) staffing;
    - (C) legislative requirement; and
    - (D) other significant company activities/operations.
- (f) Indicative roles at this grade are:
  - health initiatives manager

- health initiatives coordinator
- health and wellbeing clinical coordinator
- clinical lead

## **B. Westfund Dental Employees**

A Westfund Dental Employee shall be graded in one of the following grades:

### **Support Services employee – Grade 1 – entry level:**

- (a) An employee with less than 12 months' work experience in the dental industry and who performs basic duties.
- (b) An employee at this grade:
  - (i) works within established routines, methods and procedures;
  - (ii) has minimal responsibility, accountability or discretion;
  - (iii) works under direct or routine supervision, either individually or in a team; and
  - (iv) is not required to have previous experience or training.
- (c) Indicative roles at this grade are:
  - (i) Dental Assistant Trainee

### **Support Services employee – Grade 2:**

- (a) An employee with less than 12 months' work experience in the dental industry and who performs basic duties but with higher accountability than Grade 1.
- (b) An employee at this grade:
  - (i) is capable of prioritising work within established routines, methods and procedures;
  - (ii) is responsible for work performed with a limited level of accountability or discretion;
  - (iii) works under limited supervision, either individually or in a team;
  - (iv) possesses sound communication skills; and
  - (v) requires specific on-the-job training and/or relevant skills training or experience.
- (c) Indicative roles at this grade are:
  - (i) dental administration assistant (less than 12 months' experience)

- (ii) dental instrumentation assistant (less than 12 months' experience)
- (iii) dental assistant (unqualified-less than 12 months' experience)

### **Support Services employee – Grade 3**

- (a) An employee, other than an administrative/clerical employee, at this grade:
  - (i) is capable of prioritising work within established routines, methods and procedures;
  - (ii) is responsible for work performed with a medium level of accountability or discretion;
  - (iii) works under limited supervision, either individually or in a team;
  - (iv) possesses sound communication and/or arithmetic skills; and
  - (v) requires specific on-the-job training and/or relevant skills training or experience.
- (b) An administrative/clerical employee at this grade undertakes a range of basic clerical functions within established routines, methods and procedures.
- (c) Indicative roles performed at this grade are:
  - (i) dental administration assistant
  - (ii) dental instrumentation assistant
  - (iii) dental assistant (unqualified)

### **Support Services employee – Grade 4**

- (a) An employee at this grade:
  - (i) is capable of prioritising work within established policies, guidelines and procedures;
  - (ii) is responsible for work performed with a medium level of accountability or discretion;
  - (iii) works under limited supervision, either individually or in a team;
  - (iv) possesses good communication, interpersonal and/or arithmetic skills; and
  - (v) requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- (b) Indicative roles performed at this grade are:
  - (i) Level 1
    - (A) dental assistant (Certificate III in Dental Assisting)

- (B) dental instrumentation assistant (Certificate III in Sterilisation Services)
  - (C) dental administration assistant (Certificate III in relevant Dental field)
- (ii) Level 2
  - (A) dental assistant (Certificate III in Dental Assisting and Certificate III or IV in other relevant Dental field)
  - (B) dental administration assistant (Certificate III in relevant Dental field and Certificate III or IV in relevant Dental fields)
- (iii) Level 3
  - (A) dental assistant (Certificate III in Dental Assisting and 2 or more Certificate IV in other relevant Dental fields)
  - (B) dental administration assistant (Certificate III in relevant Dental field and 2 or more Certificate IV in relevant Dental fields)

#### **Support Services employee – Grade 5**

- (a) An employee at this grade:
  - (i) is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures;
  - (ii) is responsible for work performed with a substantial level of accountability;
  - (iii) works either individually or in a team;
  - (iv) in the case of an administrative/clerical employee, requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes;
  - (v) may require basic computer knowledge or be required to use a computer on a regular basis;
  - (vi) possesses administrative skills and problem solving abilities;
  - (vii) possesses well developed communication, interpersonal and/or arithmetic skills;
  - (viii) requires substantial on-the-job training and may require formal qualifications at trade or certificate level and/or relevant skills training or experience; and
  - (ix) may supervise the work of others.
- (b) Indicative roles performed at this grade are:
  - (i) senior dental assistant (Certificate III and Certificate IV in Dental Assisting)

- (ii) front desk coordinator (Certificate III in dental or relevant administration field)

### **Support Services employee – Grade 6**

- (a) An employee at this grade:
  - (i) is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
  - (ii) is responsible for work performed with a substantial level of accountability and responsibility;
  - (iii) may supervise the work of others, including work allocation, rostering and guidance;
  - (iv) works either individually or in a team;
  - (v) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
  - (vi) possesses developed administrative skills and problem solving abilities;
  - (vii) possesses well developed communication, interpersonal and/or arithmetic skills; and
  - (viii) may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.
- (b) Indicative roles performed at this grade are:
  - (i) clinical coordinator (Certificate III in Dental Assisting or Sterilisation Services, and Cert IV in Dental Practice Management)

### **Health Professional – Grade 1**

- (a) A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.
- (b) At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work.
- (c) Indicative roles performed at this grade are:
  - (ii) dental therapist
  - (iii) dental hygienist

### **Health Professional – Grade 2**

- (a) A health professional at this grade would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this grade health professionals will have additional responsibilities.
- (b) An employee at this grade:
  - (i) works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
  - (ii) is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
  - (iii) is performing across a number of recognised specialties within a discipline;
  - (iv) is responsible for providing support for the efficient, cost effective and timely delivery of services.
- (c) Indicative roles performed at this grade are:
  - (i) dental therapist
  - (ii) dental hygienist

### **Health Professional – Grade 3**

- (a) A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.
- (b) An employee at this level:
  - (i) has a proven record of achievement at a senior level;
  - (ii) may be responsible to the executive for providing effective services
  - (iii) supervises staff where required.
- (c) Indicative roles performed at this grade are:
  - (i) dental therapist
  - (ii) dental hygienist

## **C. Westfund Eyecare Employees**

A Westfund Eyecare Employee shall be graded in one of the following grades:

### **Eyecare Trainee**

- (a) An Eyecare Trainee position is one in which employees are employed under a trainee agreement and are supervised.
- (b) Indicative roles at this grade are:
  - (i) trainee optical dispenser

### **Eyecare Grade 1 – entry level:**

- (a) An employee with less than 12 months' work experience in the Eyecare industry and who performs basic duties.
- (b) An employee at this grade:
  - (i) works within established routines, methods and procedures;
  - (ii) has minimal responsibility, accountability or discretion;
  - (iii) works under direct or routine supervision, either individually or in a team; and
  - (iv) is not required to have previous experience or training.
- (c) Indicative roles at this grade are:
  - (i) eyecare administration assistant

### **Eyecare Grade 2:**

- (a) An employee at this level:
  - (i) is capable of prioritising work within established routines, methods and procedures;
  - (ii) is responsible for work performed with a limited level of accountability or discretion;
  - (iii) works under limited supervision, either individually or in a team;
  - (iv) possesses sound communication skills; and
  - (v) requires specific on-the-job training and/or relevant skills training or experience.
- (b) Indicative roles at this grade are:
  - (i) eyecare administration assistant with greater than 12 months experience
  - (ii) optical dispenser (less than 12 months experience)



### **Eyecare Grade 3**

- (a) An employee at this grade:
  - (i) is capable of prioritising work within established routines, methods and procedures;
  - (ii) is responsible for work performed with a medium level of accountability or discretion;
  - (iii) works under limited supervision, either individually or in a team;
  - (iv) possesses sound communication and/or arithmetic skills;
  - (v) requires specific on-the-job training and/or relevant skills training or experience; and
  - (vi) undertakes a range of basic clerical functions within established routines, methods and procedures.
- (b) Indicative roles performed at this level are:
  - (i) optical dispenser
  - (ii) optical assistant

### **Eyecare Grade 4**

- (a) An employee at this grade:
  - (i) is capable of prioritising work within established policies, guidelines and procedures;
  - (ii) is responsible for work performed with a higher level of accountability or discretion;
  - (iii) works under limited supervision, either individually or in a team;
  - (iv) possesses good communication, interpersonal and/or arithmetic skills; and
  - (v) requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- (b) Indicative roles performed at this grade are:
  - (i) optical dispenser who may hold a Certificate IV in Optical Dispensing

### **Eyecare Grade 5**

- (a) An employee at this grade:
  - (i) is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures;

- (ii) is responsible for work performed with a substantial level of accountability;
  - (iii) works either individually or in a team;
  - (iv) requires a comprehensive knowledge of medical/ optical terminology and/or a working knowledge of health insurance schemes;
  - (v) may require basic computer knowledge or be required to use a computer on a regular basis;
  - (vi) possesses administrative skills and problem solving abilities;
  - (vii) possesses well developed communication, interpersonal and/or arithmetic skills;
  - (viii) requires substantial on-the-job training and may require formal qualifications at trade or certificate level and/or relevant skills training or experience; and
  - (ix) may supervise the work of others.
- (b) Indicative roles performed at this grade are:
- (i) eyecare team leader
  - (ii) eyecare purchasing and quality assistant
  - (iii) optical dispenser / dental assistant (dual certificates)

### **Eyecare Grade 6**

- (a) An employee at this grade:
- (i) is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
  - (ii) is responsible for work performed with a substantial level of accountability and responsibility;
  - (iii) may supervise the work of others, including work allocation, rostering and guidance;
  - (iv) works either individually or in a team;
  - (v) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
  - (vi) possesses developed administrative skills and problem solving abilities;
  - (vii) possesses well developed communication, interpersonal and/or arithmetic skills; and
  - (viii) may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

- (b) Indicative roles performed at this grade are:
  - (i) eyecare manager

## Appendix 3 – Interpretation and Definitions

### Interpretation

In this Agreement, unless the context otherwise indicates:

- (a) a reference to:
  - (i) the singular includes the plural and the plural includes the singular; and
  - (ii) a part, appendix, clause, sub-clause or paragraph is to a part, clause, subclause or paragraph in this Agreement;
- (b) headings are for convenience only and do not affect the interpretation of this Agreement;
- (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (d) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (e) a reference to a time and date in connection with the performance of an obligation is a reference to the time and date in New South Wales, even if the obligation is to be performed elsewhere;
- (f) mentioning anything after include, includes or including does not limit what else might be included;
- (g) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (h) where an expression is defined anywhere in this Agreement, it has the same meaning throughout this Agreement; and
- (i) a reference to “dollars” or “\$” is to an amount in Australian currency
- (j) unless otherwise expressly stated, a reference to a Westfund policy or procedure in the Agreement does not incorporate that policy or procedure into the Agreement.

### Definitions

Term	Definition
ATO	Means the Australian Taxation Office.
BFI Award	Means the Banking Finance and Insurance Award 2020.

<b>Base Rate of Pay</b>	Means an Employee's salary, or hourly rate of pay as applicable, as outlined in Appendix 1, without overtime, penalties, or other allowances.
<b>Casual Employee</b>	Means a person employed by Westfund in accordance with clause 14.
<b>Chief Executive Officer</b>	Means the person appointed as the Chief Executive Officer of Westfund, but excludes people temporarily acting in the role of Chief Executive Officer from time to time.
<b>Child</b>	Includes the natural child, adopted child, foster child, step child or grandchild where the Employee has or will be the Primary Carer or Secondary Carer.
<b>Commencement Date</b>	Means the date this Agreement will commence operation, being 7 days after it is approved by the FWC.
<b>Continuous Service</b>	Has the same meaning as in the Fair Work Act.
<b>Employee</b>	Means an employee of Westfund who is covered by this Agreement as specified in clause 2.1(b) of this Agreement, and for the avoidance of doubt includes all Full-Time Employees, Part-Time Employees, Casual Employees, Maximum Term Employees and Trainees.
<b>Employee Review Assessment Period</b>	Means a period of six months continuous service by the Employee from commencement of their employment with Westfund. This is akin to a probationary period.
<b>Fair Work Act</b>	The Fair Work Act 2009 and its successor and any regulations associated with that Act.
<b>Family and Domestic Violence</b>	Has the meaning as defined in the section 106B of the Fair Work Act, or any applicable State or Territory legislation as appropriate.
<b>Full-Time Employee</b>	Means a person employed by Westfund in accordance with clause 11.
<b>FWC</b>	Means the Fair Work Commission.
<b>GRIA Award</b>	Means the General Retail Industry Award 2020.
<b>High Income Threshold</b>	Has the same meaning as that term in the Fair Work Act.
<b>Higher Duties Allowance</b>	Means an allowance paid in accordance with clause 30.
<b>HPSS Award</b>	Means the Health Professionals and Support Services Award 2020.
<b>Immediate Family</b>	Means an Employee's Partner and a child, grandchild, parent, grandparent or sibling of the Employee or their Partner.
<b>Industrial Instrument</b>	Means any awards, orders, transitional instruments, preserved state agreements, notional agreements preserving state awards and state industrial laws.
<b>Household</b>	A group of two or more related or unrelated people who usually reside in the same dwelling, who regard themselves as a household and who make common provision for food or other essentials for living.

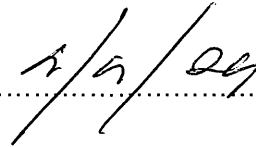
<b>Maximum Term Employee</b>	Means a person employed by Westfund in accordance with clause 13.
<b>Misconduct Policy</b>	Means the Westfund Misconduct Policy and other associated policies of Westfund from time to time.
<b>Modern Award</b>	Has the same meaning as in the Fair Work Act.
<b>NES</b>	Means the National Employment Standards as provided in the Fair Work Act.
<b>Nominal Expiry Date</b>	The date this Agreement will nominally expire, being 4 years after the date the Agreement was approved by the FWC.
<b>Ordinary Hours</b>	Means the number of hours an Employee would usually work during a specific day, week or fortnight period (e.g. a Full-Time Employee's Ordinary Hours of work may be an average of 35 or 38 hours per week) within the span of hours set out at clause 18.1.
<b>Parental Leave Policy</b>	Westfund's policy in relation to parental leave, which may be amended from time to time at Westfund's discretion.
<b>Parties</b>	Means parties to this Agreement, and Party has a corresponding meaning.
<b>Part-Time Employee</b>	Means a person employed by Westfund in accordance with clause 12
<b>Partner</b>	The spouse (including a former spouse) of an Employee or the de facto partner (including a former de facto partner) of an Employee, as defined by the Fair Work Act.
<b>Previous Agreements</b>	Means any previous enterprise agreement or collective agreement that has been applicable to Westfund and the Employees including the Westfund Limited Collective Agreement 2009, the Westfund Eyewear Centres Agreement 2009 and the Westfund Dental Centres Agreement 2008.
<b>Primary Carer</b>	Means the Employee who has or will have a responsibility for the care of the Child. This includes the person who has the primary responsibility to care for or support the Child which may include but is not limited to the birth mother or father of the adopting parent of the child.
<b>Related Body Corporate</b>	Has the meaning given by the Corporations Act 2001.
<b>Relevant Employees</b>	Means the Employees who may be affected by a change referred to in clause 8.1.
<b>Shiftworker</b>	In relation to an Employee, has the same meaning as "shiftworker" as defined in the relevant Modern Award.
<b>Secondary Carer</b>	Means the Partner of the Primary Carer.
<b>Single Interest Employer</b>	Has the same meaning as section 172(5) of the Fair Work Act.
<b>Trainee</b>	Means a non-school based person employed by Westfund in accordance with clause 15.
<b>Union</b>	Means an employee organisation that is entitled to represent the industrial interests of one or more

	Employees in relation to work performed under this Agreement.
<b>Westfund</b>	Means Westfund Limited (ACN 002 080 864)
<b>Westfund Dental Employee</b>	Means an Employee who is employed to work in one of Westfund's Dental Centres performing any duties other than that of a Dentist.
<b>Westfund Eyecare Employee</b>	Means an Employee who is employed to work in one of Westfund's Eye Care Centres or other Westfund office, and has duties solely in relation to the Eye Care Centre, performing any duties other than that of an Optometrist.
<b>Westfund Office Employee</b>	Means an Employee whose work is based at a Westfund office or centre that is not a Dental Centre or an Eye Care Centre.

## SIGNATORIES

  
.....  
**Mark Genovese (Chief Executive Officer)**

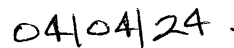
Date

  
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Westfund  
Head Office  
59 Read Avenue  
Lithgow NSW 2790

  
.....  
**Natalie Howard (Claims Assessor)**

Date

  
.....

Employee Bargaining Representative

Westfund  
Head Office  
59 Read Avenue  
Lithgow NSW 2790

## IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/1194

Applicant: Westfund Limited

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 90

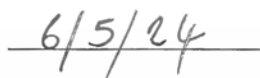
I, Bill Sheffield, have the authority given to me by Westfund Limited (**Westfund**) to give the following undertakings with respect to the Westfund Agreement 2023 (**Agreement**):

1. This undertaking is given in accordance with section 190 of the Fair Work Act 2009 (Cth) (**Act**) and Westfund acknowledges the undertaking will be taken to be a term of the Agreement in accordance with section 191 of the Act.
2. This paragraph relates to the minimum base pay rates set out in Appendix 1. Westfund will pay the minimum hourly base rate of pay for the listed classification as follows:
  - (a) Eyecare Grade 1: \$24.73
  - (b) Eyecare Grade 2: \$25.29
  - (c) Support Services Employee – Level 1: \$23.97
3. This paragraph relates to clauses 12 and 26 of the Agreement. Where a Part-Time Employee works outside of their Ordinary Hours as specified in writing in accordance with clause 12.3 or as varied in writing by agreement in accordance with clause 12.4, they will be paid Overtime.
4. This paragraph applies to clause 30 of the Agreement.
  - (a) Employees who are classified as Health Support Grade 1 – 3 or Support Services employee Grades 1 - 6 under Appendix 2 of the Agreement or are employed as a Westfund Dental Employee, will be paid a High Duties Allowances as follows:
    - (i) Where an employee is required by Westfund to relieve in a job which is at a level higher than the job the Employee usually works for a period of less than 2 hours, the Employee will be paid a Higher Duties Allowance if they are taking on the full duties of that role. Where an Employee is required to relieve in a job but is only performing a portion of the role, they will be paid a relevant percentage of the Higher Duties Allowance. The Higher Duties Allowance will be paid on a weekly basis and is calculated as the difference between the Base Rate of Pay of the job they are relieving and the Employee's Base Rate of Pay for the hours worked in that higher role.  
Where an employee is required by Westfund to relieve in a job which is at a level higher than the job the Employee usually works for a period of more than 2 hours, the Employee will be paid a Higher Duties Allowance if they are taking on the full duties of that role. Where an Employee is required to relieve in a job but is only performing a portion of the role, they will be paid a relevant percentage of the Higher Duties Allowance. The Higher Duties Allowance will be paid on a weekly basis and is calculated as the difference between the Base Rate of Pay of the job they are relieving and the Employee's Base Rate of Pay for the whole of that day or shift.

These undertakings are provided on the basis of the issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date