



# headspace Enterprise Agreement 2023

# Contents

<b>Part 1</b>	<b>Application and Operation of Agreement</b> .....	<b>3</b>
1	Title.....	3
2	Period of operation.....	3
3	Renegotiation of Agreement.....	3
4	Definitions and interpretation.....	3
5	Parties Bound.....	4
6	The NES, the Award and this Agreement.....	4
7	Gender equity.....	4
8	Individual flexibility arrangement.....	4
9	Flexible work arrangements.....	5
<b>Part 2</b>	<b>Consultation and Dispute Resolution</b> .....	<b>6</b>
10	Consultation regarding major workplace change.....	6
11	Dispute resolution.....	9
<b>Part 3</b>	<b>Types of Employment and Termination of Employment</b> .....	<b>10</b>
12	Types of employment.....	10
13	Flexibility Options.....	11
14	Termination of employment.....	12
15	Redundancy.....	13
<b>Part 4</b>	<b>Salaries and Related Matters</b> .....	<b>14</b>
16	Minimum base salaries and increases.....	14
17	Classifications.....	14
18	Actual salary increases.....	15
19	Payment of salaries.....	16
20	Salary packaging.....	16
21	Annualised salary.....	16
22	Superannuation.....	16
23	Travelling, transport and fares.....	17
24	Allowances.....	18
<b>Part 5</b>	<b>Hours of Work and Related Matters</b> .....	<b>19</b>
25	Ordinary hours of work.....	19
26	Meal and Tea Breaks.....	19
27	Overtime.....	20
28	Penalty rates (including weekend rates).....	22
29	Higher duties allowance.....	22
<b>Part 6</b>	<b>Leave and Public Holidays</b> .....	<b>22</b>
30	Annual leave.....	22
31	Purchased leave.....	23
32	Public holidays.....	25
33	Long service leave.....	26
34	Personal/carer's leave.....	27
35	Blood, platelet and plasma donation leave.....	28

36	Reproductive Health Leave .....	28
37	Compassionate leave .....	29
38	Transition to retirement.....	30
39	Parental leave .....	31
40	Foster and kinship care leave .....	35
41	Gender affirmation leave .....	36
42	Community service leave .....	37
43	Ceremonial and cultural leave.....	39
44	Special disaster leave.....	40
45	Family and domestic violence leave .....	40
46	Study leave .....	41
47	National training wage.....	42
48	Signatories.....	43
	Schedule 1 headspace Salary Schedule.....	44
	Schedule 2 headspace Classification Schedule .....	46

---

## Part 1 Application and Operation of Agreement

### 1 Title

This Agreement is the headspace Enterprise Agreement 2023.

---

### 2 Period of operation

2.1 This Agreement operates on and from 7 days after the date of its approval, by the Commission.

2.2 This Agreement will remain in force for 4 years after the date of approval by the Commission.

---

### 3 Renegotiation of Agreement

The parties agree to commence discussions regarding the renegotiation of this Agreement by no later than 6 months prior to the nominal expiry date of this Agreement.

---

### 4 Definitions and interpretation

In this Agreement, unless the contrary intention appears, the following definitions apply:

**Act** means the *Fair Work Act 2009* (Cth)

**Agreement** means the headspace Enterprise Agreement 2023

**Award** means the Health Professionals and Support Services Award 2020

**Commission** means the Fair Work Commission

**Employee** means a headspace employee as defined in sections 13 and 30C of the Act

**Employer** means headspace, a national system employer as defined in sections 14 and 30D of the Act

**NES** means the National Employment Standards as contained in Part 2.2 of the Act

**headspace** means headspace National Youth Mental Health Foundation Ltd

**Immediate Family** unless a more favourable definition is prescribed in this Agreement. Immediate family means a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner. It includes step-relations (eg. step-parents and step-children) as well as adoptive relations. This definition should be read in conjunction with the definition of immediate family in the Act, which may be amended from time to time

**Non-Primary Caregiver** means a person who is a parent to a child who does not have principal care of that child on a day to day basis from the child's birth, adoption or placement

**Primary Caregiver** means the person who has or is expected to have principal care of a child such that the person meets the child's physical needs more than anyone else on a day-to-day basis from the child's birth, adoption or placement. Only one person can be a child's primary caregiver at any time

**Spouse** includes, but is not limited to, a de facto partner, former spouse or former de facto partner.

**Serious Misconduct** has the same meaning as is set out in regulation 1.07 of the *Fair Work Regulations 2009* (Cth)

**Shift worker** for the purposes of the NES and this Agreement means an employee rostered for shifts over 7 days per week and regularly outside of the defined spread of hours who work for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.

---

## 5 Parties Bound

This Agreement covers employees of headspace with the exception of the Chief Executive Officer.

---

## 6 The NES, the Award and this Agreement

6.1 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, or the NES provides a greater benefit than that set out in the Agreement, the condition or entitlement set out in the NES prevails.

6.2 The Award is the underlying modern award for this Agreement. In accordance with the Act, this Agreement operates to the exclusion of the Award. headspace must make readily available to all Employees a copy of this Agreement and a copy of the NES.

---

## 7 Gender equity

7.1 headspace is committed to achieving and maintaining a workplace that is diverse, inclusive and respectful.

7.2 headspace will promote and improve gender equality in the workplace, including for transgender and gender diverse employees, and will ensure that it complies with any legislative obligations regarding gender equality.

---

## 8 Individual flexibility arrangement

8.1 headspace and an employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the agreement if:

- a) the IFA deals with one or more of the following matters:
  - i. arrangements about when work is performed;
  - ii. overtime rates;

- iii. penalty rates;
  - iv. allowances;
  - v. leave loading; and
- b) the IFA meets the genuine needs of headspace and the employee in relation to one or more of the matters mentioned in paragraph 8.1(a); and
- c) the IFA is genuinely agreed to by headspace and the employee.

8.2 headspace must ensure that the terms of the IFA:

- a) are about permitted matters under section 172 of the Act; and
- b) are not unlawful terms under section 194 of the Act; and
- c) result in the employee being better off overall than the employee would be if no IFA was made.

8.3 headspace must ensure that the IFA:

- a) is in writing; and
- b) includes the name of headspace and employee; and
- c) is signed by headspace and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
  - i. the terms of this Agreement that will be varied by the IFA; and
  - ii. how the IFA will vary the effect of the terms; and
  - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
- e) states the day on which the IFA commences.

8.4 headspace must give the employee a copy of the IFA within 14 days after it is agreed to.

8.5 headspace or the employee may terminate the IFA:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if headspace and the employee agree in writing — at any time.

---

## **9 Flexible work arrangements**

9.1 An employee may make a request for a flexible work arrangement in accordance with section 65 of the Act.

### **9.2 Responding to the request**

- a) Before responding to a request made under section 65 of the Act, headspace must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
  - i. the needs of the employee arising from their circumstances;
  - ii. the consequences for the employee if changes in working arrangements are not made; and
  - iii. any reasonable business grounds for refusing the request.

### **9.3 What the written response must include if headspace refuses the request**

- a) Clause 9.3 applies if headspace refuses the request and has not reached an agreement with the employee under clause 9.2.
- b) The written response under section 65(4) of the Act must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- c) If headspace and the employee could not agree on a change in working arrangements under clause 9.2, then the written response under section 65(4) of the Act must:
  - i. state whether or not there are any changes in working arrangements that headspace can offer the employee so as to better accommodate the employee's circumstances; and
  - ii. if headspace can offer the employee such changes in working arrangements, set out those changes in working arrangements.

### **9.4 What the written response must include if a different change in working arrangements is agreed**

If headspace and the employee reached an agreement under clause 9.2 on a change in working arrangements that differs from that initially requested by the employee, then headspace must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

### **9.5 Dispute resolution**

Disputes about whether headspace has discussed the request with the employee and responded to the request in the way required by clause 9, can be dealt with under clause 11.

---

## **Part 2 Consultation and Dispute Resolution**

### **10 Consultation regarding major workplace change**

10.1 This clause 10 applies if headspace:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; or
- b) proposed to introduce a change to the regular roster or ordinary hours of work of employees.

### **Major change**

10.2 For a major change referred to in clause 10.1(a):

- a) headspace must notify the relevant employees of the decision to introduce the major change; and
- b) clauses 10.3 to 10.9 apply.

10.3 The relevant employees may appoint a representative, which may include a union representative, for the purposes of the procedures in this clause.

10.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise headspace of the identity of the representative;

headspace must recognise the representative.

10.5 As soon as practicable after making its decision, headspace must:

- a) discuss with the relevant employees:
  - i. the introduction of the change; and
  - ii. the effect the change is likely to have on the employees; and
  - iii. measures headspace is taking to avoid or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion — provide, in writing, to the relevant employees:
  - i. all relevant information about the change including the nature of the change proposed; and
  - ii. information about the expected effects of the change on the employees; and
  - iii. any other matters likely to affect the employees.

10.6 However, headspace is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.7 headspace must give prompt and genuine consideration to matters raised about the major change by the relevant employees.



10.8 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of headspace, the requirements set out in sub-clauses 10.2(a), 10.3 and 10.5, are taken not to apply.

10.9 In this term, a major change is likely to have a significant effect on employees if it results in:

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

10.10 In this clause, relevant employees mean the employees who may be affected by the major change.

#### **Change to regular roster or ordinary hours of work**

10.11 For a change referred to in paragraph 10.1(b):

- a) headspace must notify the relevant employees of the proposed change; and
- b) clauses 10.12 to 10.17 apply.

10.12 The relevant employees may appoint a representative, which may include a union representative, for the purposes of the procedures in this clause.

10.13 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise headspace of the identity of the representative;
- c) headspace must recognise the representative.

10.14 As soon as practicable after proposing to introduce the change, headspace must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant employees:
  - i. all relevant information about the change, including the nature of the change; and

- ii. information about what headspace reasonably believes will be the effects of the change on the employees; and
    - iii. information about any other matters that headspace 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).
- 10.15 However, headspace is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.16 headspace must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 10.17 In this clause, relevant employees means the employees who may be affected by a change referred to in subclause 10.1(b).

---

## 11 Dispute resolution

11.1 If a dispute relates to:

- a) a matter arising under this Agreement; or
- b) the NES;

this term sets out procedures to settle the dispute.

11.2 An employee who is a party to the dispute may appoint a representative, which may include a union representative, for the purposes of the procedures in this clause.

11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

11.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commission.

11.5 The Commission may deal with the dispute in 2 stages:

- a) the Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the Commission is unable to resolve the dispute at the first stage, the Commission may then:
  - i. arbitrate the dispute; and
  - ii. make a determination that is binding on the parties.

11.6 While the parties are trying to resolve the dispute using the procedures in this term:

- a) an 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) an employee must comply with a direction given by headspace 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.

11.7 Subject to any appeal rights under the Act, the parties to the dispute agree to be bound by a decision made by the Commission in accordance with this clause.

---

## **Part 3 Types of Employment and Termination of Employment**

### **12 Types of employment**

#### **12.1 Employment categories**

- a) Employees under this Agreement will be employed in one of the following categories:
  - i. full-time employment;
  - ii. part-time employment;
  - iii. casual employment.
- b) At the time of engagement, headspace will inform each employee the basis of their employment consistent with their respective classification.
- c) headspace may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

#### **12.2 Full-time employment**

A full-time employee is one who is engaged to work 37.5 hours per week or an average of 75 hours per fortnight.

#### **12.3 Part-time employment**

- a) A part-time employee is one who is engaged to work less than 75 hours per fortnight or an average of less than 75 hours per fortnight and who has a regular

pattern of work. Before commencing employment, headspace will inform the employee in writing of the:

- i. number of hours to be worked each week;
  - ii. days of the week the employee will work; and
  - iii. starting and finishing times each day.
- b) The terms of the agreement in clause 12.3(a) may be varied by agreement and recorded in writing.
- c) The terms of this Agreement will apply to part-time employees on a pro rata basis, on the basis that the ordinary weekly hours of work for full-time employees are 37.5.

#### **12.4 Casual employment**

- a) A person is a casual employee if:
- i. an offer of employment made by headspace to the person is made on the basis that headspace makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
  - ii. the person accepts the offer on that basis; and
  - iii. the person is an employee as a result of that acceptance.
- b) A casual employee can be engaged to work up to and including 37.5 hours per week.
- c) A casual employee will be paid per hour calculated at the rate of 1/37.5<sup>th</sup> of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.
- d) Casual employees will be paid a minimum 3 hours, at the appropriate rate, for each engagement.
- e) Casual employees are not entitled to any paid entitlements set out under this Agreement, unless expressly stated.
- f) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

---

### **13 Flexibility Options**

13.1 Any position description provided to an employee should be read as a general guide. headspace may direct any employee, taking into account the health and safety of the employee and the workplace:

- a) to carry out such duties as are within the limits of the employee's skill, competence and training; and

- b) to use such business tools or equipment as may be required, provided that the employee has been properly trained in the use of such business tools and equipment.

---

## **14 Termination of employment**

### **14.1 Notice of termination by headspace (full time and part time employees)**

- a) Notice of termination or payment in lieu of notice, is provided in accordance with the NES unless otherwise stated in an employee's employment contract.
- b) This clause 14.1 does not apply to casual employees.

### **14.2 Notice of termination by an employee**

- a) The notice of termination required to be given by an employee is the same as that required of headspace, unless otherwise stated in an employee's employment contract and except that there is no requirement on the employee to give additional notice based on their age.
- b) If an employee, without the express agreement of headspace, fails to give the notice specified in clause 14.2, headspace is not obliged to make payment in lieu of the balance of the notice period that was not worked.
- c) If an employee fails to give the required notice to headspace, headspace may deduct the required notice from any monies due to the employee under this Agreement. Any deduction made under this clause must not be unreasonable in the circumstances.
- d) This clause 14.2 does not apply to casual employees.

### **14.3 Job search entitlement**

- a) Where headspace gives notice of termination to an employee, in accordance with clause 14.1, an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.
- b) The time off under clause 14.3(a) is to be taken at times that are convenient to the employee after consultation with headspace.

### **14.4 Notice of termination for casual employment**

- a) Casual employee's employment cease automatically at the end of each period of engagement of work without any action of headspace.
- b) headspace may terminate the employment of a casual employee during any engagement they are working by providing them with notice that their employment will end at the end of that engagement.
- c) If headspace elects to terminate a casual employee's employment in the manner set out in clause 14.4(b), headspace may elect to pay the employee in lieu of working all or part of their remaining hours on that engagement of work.

## 14.5 Termination without notice

headspace may immediately, without notice or payment in lieu of notice, terminate the employment of an employee, if the employee is found to have engaged in Serious Misconduct.

---

## 15 Redundancy

### 15.1 Redundancy pay

Redundancy pay is provided for in accordance with the NES, except that headspace will not reduce redundancy pay after an employee has 10 years' continuous service and will provide employees with at least 9 years' continuous service with 16 weeks' redundancy pay, as per the below table.

Period of continuous service	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

### 15.2 Transfer to lower paid duties

- a) Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice will be given as the employee would have been entitled to if the employment had been terminated.
- b) headspace may, at its discretion, transfer an employee to the new duties without providing notice or by providing part of the notice period, as long as headspace makes payment in lieu of the notice period, of an amount equal to the difference between the former normal ordinary rate of pay and the normal ordinary rate of pay for the number of weeks of notice still owing.

### 15.3 Employee leaving during notice period

- a) An employee given written notice of termination in circumstances of redundancy may terminate their employment during the period of notice.
- b) The employee is entitled to receive the benefits and payments they would have received under this clause 15 had they remained in employment until the expiry of the notice period.
- c) The employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### 15.4 Job search entitlement

- a) An employee given written notice of termination in circumstances of redundancy will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than one day during the written notice period for the purpose of seeking other employment, the employee must, at the request of headspace, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration or email confirmation of interview from the prospective employer is sufficient.
- c) This entitlement applies instead of clause 14.3.

---

## Part 4 Salaries and Related Matters

### 16 Minimum base salaries and increases

- 16.1 The minimum base salaries, at the commencement date of this Agreement, are set out in Schedule 1.
- 16.2 The minimum base salaries will be increased by the increase provided for by the Fair Work Commission's Annual Wage Review plus an additional 1% (**Minimum Rate Increase**).
- 16.3 The Minimum Rate Increase will only occur if the minimum base salaries are equal to or below the equivalent rates in the Award after any increase from the Fair Work Commission's Annual Wage Review is applied.
- 16.4 This clause does not prevent employees from being paid higher than the minimum base salaries for each classification level. In that case, the employee will be entitled to the actual salary increases set out in clause 18 of this Agreement.

---

### 17 Classifications

- 17.1 headspace will classify all employees in accordance with the classification structure set out in Schedule 2.

17.2 headspace will notify each employee in writing of their commencing classification (including whether they are classified under the support services or health professionals categories in Schedule 2) and of any subsequent changes to their classification.

17.3 headspace will notify each employee of any alteration to their classification in writing not later than the operative date of such change.

17.4 Within 12 months of the Agreement commencing to operate, headspace will consult with its employees, in accordance with clause 10 of this Agreement, about a new classification structure and descriptors to apply to headspace employees.

17.5 The following table provides an indicative schedule of actions, to give effect to clause 17.4:

From Aug 2023	<ol style="list-style-type: none"><li>1. Confirm Executive as Steering Committee for the Project</li><li>2. Complete the full review of all headspace positions against a standardised job evaluation model</li><li>3. Develop a draft Classification Structure and descriptors</li><li>4. Map the revised structure against the headspace 2023 enterprise agreement Classification Structure &amp; HPSS Award</li></ol>
From Sep 2024	<ol style="list-style-type: none"><li>1. Consultation with headspace workforce and representatives, including unions on the draft classification structure</li><li>2. Consultation Group to be established and terms of reference developed</li></ol>

---

## 18 Actual salary increases

18.1 Employees will receive the following increases to their actual salary and will be paid in the next available pay period following the effective date:

- a) 3% effective first pay period on or after 1 July 2023.
- b) 2% effective first pay period on or after 1 July 2024.
- c) 2% effective first pay period on or after 1 July 2025.
- d) 2% effective first pay period on or after 1 July 2026.



18.2 If the Agreement comes into operation after 1 July 2023, employees will receive backpay, where applicable, for the period of 1 July 2023 until the date the Agreement commences operation.

18.3 The increases set out in this clause 18 do not apply to any increases that are applied to the minimum base salaries set out at Schedule 1.

---

## 19 Payment of salaries

19.1 Salaries will be paid weekly or fortnightly by electronic funds transfer into the bank or financial institution account nominated by the employee.

19.2 Where headspace cannot make payment to an employee by an electronic funds transfer, for whatever reason, headspace will pay the employee in cash or an alternative method.

---

## 20 Salary packaging

Where agreed between headspace and an employee, headspace may provide remuneration packaging in respect of salary, as provided for in clause 16. Any such arrangements will be subject to legislative requirements.

---

## 21 Annualised salary

21.1 By agreement between headspace and the employee, an employee can be paid at an annualised rate which is made up of the base rate and an additional component.

21.2 In such cases, the agreement may provide that the provisions of the following clauses do not apply:

- a) Overtime/penalty rates and meeting allowances;
- b) Time off in lieu of overtime payment;
- c) Allowances and expenses;
- d) Higher duties allowance.

21.3 Provided that the annualised rate is no less favourable to cover what the employee would have been entitled to if all required payments, including penalty rate payments and allowances, had been complied with in the year.

---

## 22 Superannuation

### 22.1 headspace contributions

- a) headspace will make such superannuation contributions to a superannuation fund sufficient for headspace to avoid a charge under the *Superannuation Charge Act 1992* (Cth) and the *Superannuation Guarantee (Administration) Act 1992* (**Superannuation Guarantee Legislation**).

- b) headspace will make superannuation contributions into an eligible fund of the employee's choice. If the employee does not specify an eligible choice fund, headspace will make contributions:
  - i. to an employee's existing superannuation fund that is a "stapled fund" as defined in the Superannuation Guarantee Legislation; or
  - ii. where an employee does not have a stapled fund that will accept contributions, to headspace's eligible choice fund (**HESTA Super**).
- c) headspace's superannuation payments will be paid into the Employee's nominated superannuation monthly.
- d) headspace will commence making superannuation contributions on the same day as wages are paid no later than 12 months from the date this agreement comes into effect.

## 22.2 Voluntary employee contributions

- a) headspace may agree to allow an employee to forgo part of their salary in return for additional contributions being made into their superannuation fund by way of salary sacrifice.
- b) Subject to the governing rules of the relevant superannuation fund and pursuant to the Superannuation Guarantee Legislation, an employee may, in writing, authorise headspace to pay on their behalf, a specified amount from their post-taxation salary into the same superannuation fund as headspace makes the superannuation contributions provided for in clause 22.1.
- c) An employee will need to provide headspace with 1 months' written notice if they wish to adjust the amount they have agreed to salary sacrifice. This change will then take effect from the first day of the month following the 1-month period.

---

## 23 Travelling, transport and fares

- 23.1 headspace will reimburse employees for all reasonably incurred expenses associated with required travel.
- 23.2 Where an employee is required and authorised by headspace to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the kilometre rate specified by the Award.
- 23.3 When an employee is involved in travelling on duty, if headspace cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by headspace on production of receipted account(s) or other evidence acceptable to headspace.
- 23.4 The employee will not be entitled to reimbursement for expenses referred to in clause 23.3, which exceed the mode of transport, meals or the standard of accommodation agreed with headspace, for these purposes.

---

## **24 Allowances**

### **24.1 Meal allowances**

- a) When directed to work more than one hour after the usual finishing hour of work or, in the case of shift workers, when the overtime work on any shift exceeds one hour, a full time or part time employee will be:
  - i. supplied with an adequate meal where headspace has adequate cooking and dining facilities; or
  - ii. where this is not provided, a paid a meal allowance of \$15.20.
- b) In addition to the allowance provided in clause 24.1(a), where such overtime work exceeds four hours a further meal allowance of \$12.71 will be paid.
- c) Clauses 24.1(a) and 24.1(b) will not apply when an employee could reasonably return home within the meal break.
- d) On request the meal allowance will be paid on the same day as overtime is worked.
- e) If the meal allowance amounts payable in the Award are greater than the amounts specified in clauses 24.1(a) and 24.1(b), the meal allowance amounts specified in the Award will instead be paid to employees.

### **24.2 First Aid Allowance**

- a) A full time or part time employee who holds a current level 2 first aid certificate or equivalent qualification, and who is required by headspace to perform first aid duty at their workplace as a designated First Aider, will be paid an allowance of \$14 per week.
- b) This allowance will be adjusted by the percentage increases listed in clause 18 and as of the dates specified in clause 18.

### **24.3 On Call Allowance**

- a) A full time or part time employee required by headspace to be on call (i.e. available for recall to duty) will be paid the following additional amounts for each 24 hour period or part thereof:
  - i. when the on-call period is between Monday and Friday inclusive - \$30 per 24 hour period; and
  - ii. when the on-call period is on a Saturday, Sunday or Public Holiday - \$60 per 24 hour period.

- b) Recall rates under clause 24.3(a) will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 28.
  - c) Where an employee is required to maintain a mobile telephone for the purpose of being on call, headspace will refund those charges related to the business use on production of receipted accounts.
- 

## **Part 5 Hours of Work and Related Matters**

### **25 Ordinary hours of work**

#### **25.1 Ordinary hours of work**

- a) The ordinary hours of work for a full-time employee is 37.5 hours per week or an average of 75 hours per fortnight.
- b) Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.

#### **25.2 Span of hours**

The spread of ordinary hours will be from 7.30am to 7.30pm, Monday to Friday.

---

### **26 Meal and Tea Breaks**

#### **26.1 Unpaid meal break**

- a) Each employee who works in excess of five hours will be entitled to an unpaid meal break of between 30 minutes and 60 minutes duration, to be taken at a mutually agreed time after commencing work.
- b) If a meal break is not taken within the first 6 hours of the employee performing work, then overtime will be payable until the meal is taken.
- c) The time of taking a break may be varied by agreement between headspace and an employee.

#### **26.2 Tea break**

- a) Every employee will be entitled to a paid 10-minute tea break in each 4 hours worked at a time to be agreed between headspace and the employee.
- b) Subject to agreement between headspace and employee, such breaks may be taken as one 20 minute tea break.
- c) Tea breaks will be counted as time worked.

---

## 27 Overtime

27.1 headspace may require an employee to work reasonable hours in excess of the ordinary hours of work.

27.2 If directed, and in accordance with the below, an employee will be entitled to either paid overtime or time in lieu. Overtime that is worked at the direction of headspace is paid in the following circumstances:

- a) A full time employee will be paid overtime for all work:
  - i. in addition to their ordinary hours on any day;
  - ii. in excess of 10 hours per shift.
- b) A part-time employee will be paid overtime for all work:
  - i. in excess of 75 hours per fortnight; and/or
  - ii. in excess of 10 hours per shift (with the time worked up to 10 hours will not be regarded as overtime but an extension of the ordinary hours for that day and will be paid at the normal ordinary rate of pay); and/or
  - iii. works in excess of an average of 37.5 hours per week in a fortnight or 4 week period.
- c) A casual employee will be paid overtime for all work:
  - i. in excess of 10 hours per shift; and/or
  - ii. works in excess of 37.5 hours per week or 75 hours per fortnight.
- d) Where an employee is deprived of part of their rest period between shifts as required in clause 27.5.

### 27.3 Overtime rates – full-time and part-time employees

- a) A full time or part time employee who works overtime shall be paid the following rates:
  - i. Monday to Saturday — 150% of their ordinary hourly rate for the first 2 hours and 200% of the ordinary hourly rate after 2 hours;
  - ii. Sunday — 200% of their ordinary hourly rate; and
  - iii. Public Holidays — 250% of their ordinary hourly rate.
- b) Overtime rates under clause 27.3 will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 28.

### 27.4 Overtime rates – casual employees

- a) A casual employee who works overtime shall be paid the following rates:
  - i. Monday to Saturday — 187.5% of their ordinary hourly rate for the first 2 hours and 250% of their ordinary hourly rate after 2 hours;

- ii. Sunday — 250% of their ordinary hourly rate; and
  - iii. Public Holidays — 312.5% of their ordinary hourly rate.
- b) Overtime rates under clause 27.4(a) will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 28.

#### **27.5 Rest period after overtime**

- a) An employee working overtime is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.
- b) If, on the instructions of headspace, an employee referred to in clause 27.5(a) does not receive 10 consecutive hours off duty, the employee must be paid as follows:
- i. for a full time or part time employee - at a rate of 200% of their ordinary hourly rate until being released from duty; and
  - ii. for a casual employee - at a rate of 250% of their ordinary hourly rate until being released from duty.
- c) Upon being released from duty, the employee is entitled to be absent until they have had at least 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during their absence.

#### **27.6 Time off in lieu**

- a) By mutual agreement, an employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:
- i. time off instead of payment for overtime must be taken at the ordinary time rate i.e. an hour for each hour worked, within three months of it being accrued unless otherwise approved by headspace;
  - ii. where it is not possible for an employee to take the time off instead of payment for overtime within the three-month period, it will be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

#### **27.7 Recall to work overtime**

An employee who is recalled to work overtime will be paid for a minimum of two hours' work at the appropriate overtime rate. Recall rates will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 28.

#### **27.8 Rest break during overtime**

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime if required to continue work after the break.

---

## **28 Penalty rates (including weekend rates)**

28.1 Where the ordinary rostered hours of work for a full time or part time employee finish between 7.30pm and 7.30am or commence between 7.30pm and 7.30am between Monday and Friday, they will be paid 115% of their ordinary rate of pay for those hours.

28.2 For all ordinary rostered hours worked between 7:30pm Friday and 7:30am on Monday, a full-time or part-time employee, will be paid 150% of their ordinary hourly rate.

28.3 A casual employee who finishes or commences work between 7.30pm and 7.30am between Monday and Friday, will be paid 140% of their ordinary hourly rate but will not be paid the casual loading under clause 12.4(b), for all hours worked.

28.4 A casual employee who works between 7:30pm Friday and 7:30am on Monday, will be paid 175% of their ordinary hourly rate but will not be paid the casual loading under clause 12.4(b), for all hours worked.

28.5 Refer to clause 27 for Overtime.

---

## **29 Higher duties allowance**

Full-time or part-time employees who are called upon to perform the duties of another employee in a higher classification under this Agreement for a period of five consecutive working days or more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee so relieved or an additional 10% of their actual salary, whichever is higher.

---

## **Part 6 Leave and Public Holidays**

### **30 Annual leave**

30.1 Annual leave is provided for in accordance with the NES. This clause 30 contains additional provisions. This clause does not apply to casual employees.

#### **30.2 Additional leave for shiftworkers**

An employee who is defined as a shiftworker under this agreement is entitled to an additional week of annual leave on the same terms and conditions.

#### **30.3 Annual leave loading**

- a) For the period of annual leave in addition to their ordinary pay:
  - i. an employee, other than a shiftworker, has leave loading of 17.5% built into their annual salary and this will not be paid as a separate entitlement;
  - ii. a shiftworker will be paid the higher of:
    1. an annual leave loading of 17.5% of their minimum rate of pay; or

2. the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

### 30.4 Cashing out of annual leave

- a) Paid annual leave must not be cashed out except in accordance with an agreement under this clause 30.4.
- b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 30.4.
- c) headspace and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- d) An agreement under clause 30.4 must state:
  - i. the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - ii. the date on which the payment is to be made.
- e) An agreement under clause 30.4 must be signed by headspace and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- h) headspace must keep a copy of any agreement under clause 30.4 as an employee record.

### 30.5 Excessive leave accruals

Excessive leave accruals will be dealt with in accordance with the Award.

### 30.6 Shut down period

- a) headspace may close between Boxing Day and New Year's Day and employees will be granted paid leave during this period, pro rata for part-time employees, in recognition of their work throughout the year.
- b) If employees are required to work during this time, these employees will have the hours worked added to their annual leave balance on an hour for hour basis.

---

## 31 Purchased leave

31.1 The purchased leave scheme set out under this clause 31 enables a full-time or part-time employee to access up to four additional weeks of leave per year, with the agreement of headspace. The leave is 'purchased' through salary deductions that are averaged over a 12 month period to ensure that an averaged standard rate is received each pay period (**Averaged standard rate**). It does not alter an employee's equivalent full time or part time



employment status. The purchased leave scheme will commence no earlier than 1 March 2024.

### 31.2 Eligibility

- a) To be eligible to apply for purchased leave, at the date of an employee's application an employee must have:
  - i. full time or part time employment with headspace;
  - ii. completed at least six months' service with headspace;
  - iii. an annual leave balance that is not excessive annual leave (as defined in clause 30.5);
  - iv. a long service leave balance of less than thirteen weeks; and
  - v. an existing purchased leave balance of nil.
- b) For the avoidance of doubt, casual employees are not entitled to purchase leave.

### 31.3 Application and entitlements

- a) Requests to purchase leave should be made in writing in accordance with the headspace policy.
- b) A new application must be made every twelve months in order for the employee to continue participating in the scheme. The relevant 12-month period is subject to the agreement of headspace and the employee.
- c) An eligible employee may, with the agreement of headspace, work less than 52 weeks per year. Access to this entitlement may only be granted on application from an employee.
- d) Approval rests with headspace, who will take into account operational needs and work requirements when determining whether an application is approved.
- e) Where headspace and an employee agree on an employment arrangement under this clause 31.3, the annual salary applicable to an employee relative to the additional leave purchased will be as follows:

<b>Proportion of annual pay paid each week</b>	<b>Additional weeks of purchased leave</b>	<b>Total amount of leave (purchased and 4 weeks annual leave)</b>
48/52 weeks	Additional 4 weeks' leave	8 weeks in total
49/52 weeks	Additional 3 weeks' leave	7 weeks in total
50/52 weeks	Additional 2 weeks' leave	6 weeks in total
51/52 weeks	Additional 1 weeks' leave	5 weeks in total

- f) The employee will receive a salary equal to the period worked which will be spread over a 52 week period.

- g) The accrual of annual leave, personal/carer's leave or long service leave is not affected by entering into a Purchased Leave arrangement. Leave loading is not payable on purchased leave. When employees take purchased leave, the leave will be paid at the Averaged Standard Rate.
- h) Purchased Leave reduces an Employee's ordinary salary for the Purchasing Year (or agreed period) in which a Purchased Leave arrangement is in place. As such, Purchased Leave arrangements will impact on all salary-based entitlements, including: a) fortnightly salary; b) employer superannuation guarantee contributions; and c) any other salary based entitlements
- i) Employees who have entered into a Purchased Leave arrangement and wish to make changes to their employment arrangements (for example, changes to their hours of work) or seek to take unpaid leave of any kind, during the Purchasing Year should seek advice from payroll as to the potential effects on their Purchased Leave arrangement.
- j) Employees should seek independent financial advice on the financial implications of entering into a Purchased Leave arrangement, including on their superannuation and taxation arrangements.
- k) An employee may revert to ordinary 52-week employment by giving headspace no less than four weeks' written notice. Where an employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.
- l) An employee will automatically revert to a 52-week mode of employment at the completion of the purchased leave arrangement.
- m) Purchased leave agreements apply only to the position held by the Employee at the time agreement is made and do not transfer across to other positions, unless headspace agrees.
- n) Where the:
  - i. arrangement, has been varied or cancelled; or
  - ii. employee's employment terminates; or
  - iii. purchased leave has not been taken in the relevant 12 month period;
 headspace will refund the amount of salary deducted in respect of any unused purchased leave as a lump sum.

31.4 Purchased leave must be taken during the applicable 12 month period of operation and a leave plan for taking purchased leave must be submitted by the employee to their manager within three months of additional purchased leave being approved.

---

## 32 Public holidays

32.1 Employees, other than casual employees, will be entitled to the following public holidays without loss of pay:

- a) New Year's Day (1 January);

- b) Australia Day (26 January);
- c) Good Friday;
- d) Easter Saturday (except WA/TAS)
- e) Easter Monday;
- f) Anzac Day (25 April);
- g) 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);
- h) Christmas Day (25 December);
- i) Boxing Day (26 December); and
- j) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations 2009 (Cth) from counting as a public holiday.

32.2 If, under a State or Territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday.

32.3 headspace and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday, having regard to operational requirements.

32.4 In accordance with section 116 of the Act, where an employee, is absent from their normal employment on a day, or part-day, that is a public holiday, they will be paid at the employee's normal rate of pay for the employee's ordinary hours of work on the day or part-day.

32.5 Where a public holiday occurs in a period of annual, paid parental or personal/carer's leave, the public holiday will not be deducted from the employee's annual or personal/carer's leave credits respectively.

32.6 Where an employee is on a period of leave without pay and a public holiday occurs, the employee will not be entitled to payment for the public holiday.

---

### **33 Long service leave**

33.1 The provisions of this clause 33 should be read in conjunction with the applicable State or Territory based legislation. The provisions of this clause 33 will prevail to the extent of any inconsistency so long as they are more generous.

33.2 Employees are entitled to 13 weeks' long service leave after 10 continuous years of service and 1.3 weeks for each subsequent continuous year of service thereafter.

33.3 After 7 years' service with headspace, employees will be entitled to take pro-rata long service leave or payment in lieu of long service leave should their employment end.

33.4 Any period of paid or unpaid parental leave taken by an employee in accordance with this Agreement and/or the Act will count as continuous service for the purpose of long service leave.

---

## **34 Personal/carer's leave**

34.1 Personal/carer's leave is provided for in the NES.

34.2 The entitlements set out under this clause 34 do not apply to casual employees, unless expressly stated.

### **34.3 Amount of paid personal/carer's leave**

- a) An employee is entitled to 15 days' paid personal/carer's leave for each year of service (pro-rata for part-time employees).
- b) An employee's entitlement accrues progressively during a year of service according to the employee's ordinary hours of work and unused personal/carer's leave accumulates from year to year.

### **34.4 Leave to attend health professional appointments**

- a) An employee may use their accrued paid personal/carer's leave entitlements to attend an appointment, that cannot reasonably be arranged in non-working time, with a health professional including a dentist, optometrist, osteopath, physiotherapist, chiropodist/podiatrist, chiropractor, or any other health professional including mental health professional as agreed to by headspace.
- b) An employee required to attend pre-natal appointments or parenting classes that are only available or can only be attended during the employee's ordinary rostered hours may access their accrued personal or carer's leave subject to the requirements of this clause 34 being met.

### **34.5 Unpaid carer's leave**

- a) Where an employee has exhausted all paid personal/carer's leave entitlements, the employee is entitled to take two days' unpaid carer's leave per occasion or another period as agreed with headspace.
- b) A casual employee is entitled to take two days' unpaid carer's leave per occasion or another period as agreed with headspace.

### **34.6 Notice**

- a) Employees must give headspace notice of the taking of personal/carer's leave.
- b) The notice:
  - i. must be given to the to headspace as soon as practicable (which may be a time after the leave has started); and
  - ii. must advise headspace of the period, or expected period, of the leave.

### 34.7 Evidence supporting claim

- a) To be entitled to paid personal/carer's leave an employee shall, if required by headspace, produce a certificate from a qualified medical or other relevant health practitioner, or a statutory declaration, immediately on return to work, provided that:
  - i. single days up to a maximum of five days, which may include a maximum of two consecutive days, in any one calendar year may be taken without the production of a medical certificate or statutory declaration, except where taken either side of a public holiday.

---

## 35 Blood, platelet and plasma donation leave

- 35.1 Leave may be granted to an employee (except for a casual employee) without loss of pay (for up to a maximum of three hours) to visit the Red Cross Blood Bank as a donor once every twelve weeks. Additional leave may be granted at headspace's discretion in relation to platelet and plasma donations.
- 35.2 An employee should discuss their requirement for time off with pay to make a donation with headspace at the earliest opportunity. Employees should organise appointments for times that will have minimal impact on headspace's operations.
- 35.3 headspace may request the employee to provide satisfactory evidence to support the taking of leave for donations. Satisfactory evidence may include a certificate of attendance from the Red Cross Blood Bank, a statutory declaration or other relevant documentary evidence to the reasonable satisfaction of headspace.

---

## 36 Reproductive Health Leave

- 36.1 For the purposes of this clause:
  - a) reproductive health means, In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services (for example, intrauterine insemination or hormone injections/replacements), or specialty treatment for conditions that cause excessive pain or excessive bleeding where they have been instructed not to work; and
  - b) specialist medical intervention means intervention by a suitably qualified medical practitioner who the employee has been referred to by their treating medical practitioner.
- 36.2 Full time employees requiring reproductive health specialist medical intervention, are entitled to up to 5 days' paid reproductive health leave, every twelve months, for the purpose of attending and recovering from specialty appointments and treatments. Part time employees are entitled to pro rata leave under this clause 36.
- 36.3 Leave as defined in this clause is non-cumulative, is not paid out on termination of employment and can be taken in part-days, single days, or consecutive days.

## 36.4 Notice and evidentiary requirements

- a) An employee will give headspace notice as soon as reasonably practicable of their request to take leave under this clause 36 and the anticipated date of return to duty.
- b) If required by headspace, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose of attending and/or recovering from an appointment related to facilitating reproductive health.

---

## 37 Compassionate leave

37.1 Compassionate leave is provided in accordance with the NES.

### 37.2 When can compassionate leave be taken?

- a) Full time, part time and casual employees are entitled to compassionate leave. However only full time and part time employees are entitled to paid compassionate leave.
- b) An employee can take compassionate leave if a member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury and for other relatives (for example, cousins, aunts and uncles) if they are a member of the employee's household or if headspace agrees.
- c) An employee may, at the discretion of headspace, be granted compassionate leave with or without pay when a person with a significant family or personal connection to the employee, but who is not a member of the employee's Immediate Family or household, dies or sustains a personal illness or injury that poses a serious threat to that person's life.

### 37.3 Compassionate leave for miscarriage and stillbirth

- a) In addition to the circumstances in clause 37.2, employees can take compassionate leave if:
  - i. a baby in their immediate family or household is stillborn; or
  - ii. they have a miscarriage; or
  - iii. their current spouse has a miscarriage.

### 37.4 Amount of compassionate leave

- a) Employees are entitled to 4 days compassionate leave each time they meet the criteria.
- b) Employees can take compassionate leave as:
  - i. a single continuous 4 day period;
  - ii. 4 separate periods of 1 day each; and
  - iii. any separate periods as agreed with headspace.

- c) Compassionate leave will not accrue from year to year and will not be paid out on termination of the employment of the employee.
- d) If an employee is already on another type of leave (for example, annual leave) and needs to take compassionate leave, they can use compassionate leave instead of the other leave.

### **37.5 Payment for compassionate leave**

- a) Full-time and part-time employees receive paid compassionate leave. They're paid at their base pay rate for the ordinary hours they would have worked during the leave.
- b) This does not include separate entitlements such as: loadings, allowances, overtime or penalty rates.
- c) Casual employees receive unpaid compassionate leave.

### **37.6 Notice and evidence**

- a) An Employee may be required to provide headsapce with satisfactory evidence to support the taking of compassionate leave. Satisfactory evidence may include a medical certificate from a medical practitioner, a statutory declaration or other relevant documentary evidence to the reasonable satisfaction of headsapce. An employee is not entitled to compassionate leave under this clause 37 unless the employee complies with the evidence requirements set out in this clause 37.
- b) An employee must provide headsapce with notice of their intention to take compassionate leave as soon as is reasonably practicable.

---

## **38 Transition to retirement**

38.1 An employee aged 55 or over, who has indicated their intention to retire within the next five years from headsapce may participate in a retirement transition arrangement.

38.2 An employee must provide written notice of resignation prior to a transition to retirement agreement commencing.

38.3 A transition to retirement arrangement may be proposed by the employee and, where agreed to by headsapce, implemented as:

- a) a flexible working arrangement under clause 9;
- b) an individual flexibility agreement under clause 8;
- c) a written agreement between the parties; or
- d) a combination of the above.

38.4 A transition to retirement arrangement may include, but is not limited to:

- a) a reduction of an employee's working hours;
- b) a job share arrangement;

- c) an employee working in a position at a lower status or rate of pay (which may include project based work, a secondment or a training/mentoring role);
- d) working remotely;
- e) using accrued long service leave and/or annual leave for the purpose of reducing their working week but retaining their employment status; and/or
- f) accepting appointment to a role that has reduced hours or lower pay (**post transition role**), in which case the employee will retain the accrual of long service leave they had immediately prior to the reduction in their hours or reduction in pay. Where long service leave is taken, the employee will be paid long service leave hours at their hours of work prior to the post transition role until the preserved long service leave hours are exhausted.

38.5 Purchased leave may also be available to assist an employee to transition to retirement in accordance with clause 31.

---

### 39 Parental leave

39.1 Employees are entitled to parental leave in accordance with the Act and as set out below.

39.2 For the purposes of this clause 39, a casual employee will only be eligible for unpaid parental leave if they have:

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

39.3 For the purposes of this clause 39, adoption includes cultural adoption where a Cultural Recognition Order has been made under the *Meriba Omasker Kaziw Kazipa (Torres Strait Islander Traditional Child Rearing Practice) Act 2020* (QLD).

	Paid Leave	Unpaid Leave	Total
<b>Primary Caregiver</b>			
More than 12 months Continuous Service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months Continuous Service	0 weeks	Up to 52 weeks	52 weeks
Casual Employee (as defined in this clause)	0 weeks	Up to 52 weeks	52 weeks
<b>Non-Primary Caregiver</b>			
More than 12 months Continuous Service	4 weeks	Up to 48 weeks	52 weeks
More than 12 months Continuous Service <b>and</b> takes over the primary	10 weeks (assuming the employee has utilised their entitlement to 4	Up to 38 weeks	52 weeks



	<b>Paid Leave</b>	<b>Unpaid Leave</b>	<b>Total</b>
caregiver role within first 52 weeks	weeks Non-Primary Caregiver leave)		
Less than 12 months Continuous Service	0 weeks	Up to 52 weeks	52 weeks
Casual Employee (as defined in this clause)	0 weeks	Up to 52 weeks	52 weeks
<b>Pre-adoption Leave</b>			
More than 12 months Continuous Service	2 days		
<b>Permanent Care Leave</b>			
More than 12 months Continuous Service	14 weeks	Up to 36 weeks	52 weeks
Less than 12 months Continuous Service	0 weeks	Up to 52 weeks	52 weeks
<b>Grandparent Leave</b>			
Grandparent Leave for a grandparent that will be the Primary Caregiver	14 weeks	Up to 38 weeks	52 weeks

#### 39.4 Primary Caregiver parental leave

- a) At any one time, only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their child. An employee cannot receive Primary Caregiver parental leave entitlements if:
- i. their spouse is, or will be, the Primary Caregiver at the time the employee plans on taking Primary Caregiver leave; or
  - ii. the employee has received, or will receive, Non-Primary Caregiver parental leave entitlements in relation to their child (in which case the Primary Caregiver entitlements available to the person will be less the Non-Primary Caregiver parental leave taken).

#### 39.5 Non-Primary Caregiver parental leave

- a) Only one parent can receive Non-Primary Caregiver parental leave entitlements in respect to the birth or adoption of their child.
- b) An employee cannot receive Non-Primary Caregiver parental leave entitlements where the employee has received Primary Caregiver parental leave entitlements in relation to their child.
- c) If a Non-Primary Caregiver becomes the Primary Caregiver, they will be entitled to take Primary Caregiver Leave, however this entitlement will be reduced by the amount of Non-Primary Caregiver leave already taken.

#### 39.6 Pre-adoption leave

An Employee seeking to adopt a Child is entitled to two days' paid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

### 39.7 Permanent Care Leave

- a) An employee will be entitled to access parental leave in accordance with this clause 39 at a time agreed with headspace if they:
  - i. are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the relevant State legislation or a permanent parenting order by the Family Court of Australia, and
  - ii. will be the Primary or Non-Primary Caregiver for that Child.

### 39.8 Grandparent Leave

An employee, who is or will be the Primary Caregiver of a grandchild, is entitled to a period of up to 14 weeks' paid grandparent leave and up to 38 weeks' unpaid grandparent leave in respect of the birth or adoption of the grandchild of the employee. headspace, may, at its discretion, agree to provide leave under clause 39.8 to a Primary Caregiver who is an uncle, auntie or sibling.

### 39.9 Access to parental leave for an employee whose child is born by surrogate

An employee whose child is born through a surrogacy arrangement which complies with the relevant State legislation, is eligible to access the parental leave entitlements outlined in this clause 39.

### 39.10 Commencement of parental leave

- a) An employee who is pregnant may commence Primary Caregiver parental leave at any time within 16 weeks prior to the expected date of birth of the child. In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the child.
- b) If a pregnant employee wants to work during the 6 weeks before birth headspace can ask them to provide a medical certificate within 7 days that states:
  - iii. the employee is fit for work;
  - iv. if the employee is fit for work, whether it is inadvisable for the employee to continue in their present position because of:
    - 1. illness or risks arising out of the employee's pregnancy; or
    - 2. hazards connected with the position.
- c) headspace can require the employee to take a period of unpaid parental leave as soon as possible if the employee:
  - i. fails to provide the requested medical certificate within 7 days of the request; or
  - ii. provides a certificate within 7 days that states they are not fit for work at all.
- d) Non-Primary Caregiver parental leave may commence up to one week prior to the expected birth or placement of the child. Where a Non-Primary Caregiver becomes the Primary Caregiver, the leave will commence on the date the employee takes on primary responsibility for the care of a child.

- e) headspace and the employee may agree to alternative arrangements regarding the commencement of parental leave.
- f) The period of parental leave for the purpose of calculating an employee's maximum entitlement to paid and unpaid parental leave will commence from the date parental leave commences or otherwise no later than the date of birth of the child, irrespective of when the employee elects to use any paid entitlements they may have under this clause 39.

#### **39.11 Using other accrued leave in conjunction with Parental Leave**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

#### **39.12 Public holidays and shut down during a period of paid parental leave**

Where a Public Holiday occurs or the shut down period described in clause 30.6 occurs, during a period of paid parental leave, the Public Holiday or shut down period is not to be regarded as part of the paid parental leave and headspace will grant the employee a day/s off in lieu, to be taken by the employee immediately following the period of paid parental leave.

#### **39.13 Extending parental leave**

Parental leave may be extended in accordance with the Act.

#### **39.14 Half Pay**

By agreement, paid parental leave may be taken at half pay for twice the period otherwise applicable, with leave and superannuation calculated on a pro-rata basis.

#### **39.15 Commonwealth Paid Parental Leave**

Paid parental leave entitlements, outlined in this clause 39 are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme, but do not extend the period of leave that can be taken.

#### **39.16 Surrogacy Leave**

- a) An employee (excluding a casual employee) who has completed at least 12 months' continuous service, who enters into a formal surrogacy arrangement on or after 1 July 2023 and which complies with the relevant State legislation, as the surrogate, is entitled to six weeks of paid leave.
- b) An employee who is pregnant as a result of acting as a surrogate may commence paid Surrogacy Leave at any time within 6 weeks prior to the expected date of birth of the child. Otherwise, the period of parental leave must commence no later than the date of birth of the child, unless agreed with headspace.

---

## 40 Foster and kinship care leave

### 40.1 Overview

An employee who provides short-term foster or kinship care as the Primary Caregiver to a child who cannot live with their parents as a result of an eligible child protection order is entitled to leave in accordance with this clause 0.

### 40.2 Definitions

- a) In this clause, the following definitions apply:
- i. **Foster care** is the temporary care of a child up to 18 years by an accredited foster carer.
  - ii. **Kinship care** is the temporary care of a child up to 18 years by a relative or a member of the child's social network when the child cannot live with their parent.

### 40.3 Overview of leave entitlements

- a) An employee (except for a casual employee) is entitled to paid foster and kinship care leave of two days paid leave on up to five occasions (maximum 10 days) per calendar year if:
- i. the employee provides Foster care or Kinship care to a child; and
  - ii. the employee is the primary carer of the child; and
  - iii. the child cannot live with its parents due to an eligible child protection order; and
  - iv. the employee is an accredited foster carer; or
  - v. the employee is related to the child or part of the child's social or cultural network.
- b) Foster and kinship care leave does not accrue from year to year and is not paid out on termination of employment. Any unused occasions in a calendar year are not carried forward to the following calendar year.

### 40.4 Evidence requirements for foster and kinship care leave

- a) An eligible employee seeking to access foster and kinship care leave may be required to provide reasonable evidence as soon as reasonably practicable to support and justify access to the entitlement. Information to be provided by an employee should include:
- i. the intended start and end dates of the leave,
  - ii. if known, any other paid or unpaid leave entitlements the employee is seeking approval to take in conjunction with their foster and kinship care leave, and

- iii. reasonable evidence that supports their request for the leave as a foster or kinship carer.

#### **40.5 Foster carer's accreditation**

- a) An employee, with the agreement of headspace, may seek approval during a calendar year, to use one of the five occasions for foster care accreditation purposes.
- b) An employee seeking paid leave for accreditation purposes to become a foster carer, must provide headspace with sufficient information to support the request.
- c) headspace may seek additional information from the employee to support their request for paid leave where needed.

#### **40.6 Flexible work arrangements**

An employee who is providing foster or kinship care may wish to discuss flexible working arrangements with headspace to assist them to manage their work and family responsibilities.

---

### **41 Gender affirmation leave**

41.1 headspace encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees who are affirming their gender.

41.2 Gender affirmation is a term which relates to the process of an employee affirming, or transitioning their gender identity or expression. This is sometimes referred to as "transitioning" their gender and may occur over a short or extended period of time.

41.3 The gender affirmation process varies for each individual employees based on a variety of factors, including but not limited to cultural background, socio-economic status or broader lived experience, and may occur through medical, social and/or legal changes.

41.4 Employees may give effect to their gender affirmation in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause 41.

#### **41.5 Amount of gender affirmation leave**

- a) An Employee (other than a casual employee) may access gender affirmation leave for required gender affirmation actions , including but not limited to the following:
  - i. medical or psychological appointments;
  - ii. hormonal appointments;
  - iii. surgery, recovery from surgery and associated appointments;
  - iv. appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or

- v. any other similar necessary appointment or procedure to give effect to the Employee's affirmation as agreed with headspace.
- b) Gender Affirmation Leave will comprise:
  - i. up to 4 weeks' (20 days) paid leave for required gender affirmation actions; and
  - ii. up to 48 weeks' of unpaid leave.
- c) The Gender Affirmation Leave entitlements outlined in this clause are available to be taken by the Employee during their employment..
- d) An Employee who is entitled to unpaid gender affirmation leave may, in conjunction with all or part of that leave utilise accrued annual or long service leave.
- e) Gender affirmation leave may be taken as consecutive, single or part days as agreed with headspace.
- f) Leave under this clause 41 will not accrue from year to year and will not be paid to an employee on termination of employment.

#### **41.6 Gender Affirmation Leave – Casual employees**

Casual employees are entitled to up to 52 weeks' continuous unpaid leave for gender affirmation.

#### **41.7 Notice and evidence requirements**

- a) An Employee seeking to access gender affirmation leave must provide headspace with reasonable written notice of their intended commencement date and expected period of leave.
- b) An Employee seeking to access gender affirmation leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a registered practitioner, a lawyer, or a State, Territory or Federal government organisation, a statutory declaration or other suitable supporting documentation.

#### **41.8 Confidentiality and privacy**

Information relating to an employee's gender affirmation will be treated as sensitive information in accordance with relevant privacy laws and headspace's code of conduct.

---

## **42 Community service leave**

42.1 Community service leave is provided in the Act.

42.2 An employee is eligible for community service leave to:

- a) undertake jury service (in accordance with the applicable state or territory based legislation);

- b) carry out an emergency management activity; and/or
- c) carry out any other such activity as described in the Act.

42.3 An employee who requires an absence from their employment must give headspace notice of the absence as soon as practicable and if required provide headspace adequate evidence in support of the absence.

#### 42.4 Jury Duty

- a) If the absence is due to jury service, an employee (other than a casual employee) will be paid for up to 10 days absence at their base rate of pay as long as the employee:
  - i. has advised headspace as soon as practicable of the impending jury service,
  - ii. has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled, and
  - iii. provides headspace with the necessary documentation confirming the jury service.
- b) The amount payable to the employee under this clause, will be reduced by the total amount of jury service pay that has been paid or is payable to the employee, under the applicable state/territory laws.
- c) State and territory laws continue to apply to employees where they provide more beneficial entitlements (for example, additional payment or payment for casual employees during jury duty).

#### 42.5 Recognised Emergency Management Body Volunteer Activity

An employee engages in a voluntary emergency management activity if:

- a) the activity involves dealing with an emergency or natural disaster;
- b) the employee engages in the activity on a voluntary basis;
- c) the employee was either requested to engage in an activity, or it would be reasonable to expect that such a request would have been made if circumstances had permitted; and
- d) the employee is a member of, or has a member-like association, with a recognised emergency management body.

#### 42.6 Recognised Emergency Management body

- a) A recognised emergency management body is:
  - i. a body that has a role or function in the management of emergencies / natural disasters (as assigned by the Commonwealth or a state or territory);
  - ii. a fire-fighting, civil defence or rescue body;

- iii. any other body which is mainly involved in responding to an emergency or natural disaster.
- b) This includes bodies such as:
  - i. the State Emergency Service (SES);
  - ii. Country Fire Authority (CFA);
  - iii. the RSPCA (in respect of animal rescue during emergencies or natural disasters).

#### **42.7 Amount of unpaid leave**

An employee is entitled to take unpaid community service leave while they are engaged in the activity and for reasonable travel and rest time. There is no limit on the amount of unpaid community service leave an employee can take.

#### **42.8 Amount of paid leave**

headspace may grant up to 2 weeks' paid community service leave, subject to the operational requirements of headspace.

#### **42.9 Notice and evidence requirements**

- a) An employee who takes community service leave must give headspace:
  - i. notice of the absence as soon as possible (this may be after the leave starts); and
  - ii. the period or expected period of absence.
- b) headspace may request an employee who has given notice, to provide evidence that they're entitled to community service leave.

---

### **43 Ceremonial and cultural leave**

#### **43.1 Ceremonial and Cultural Leave**

An employee, other than a First Nations employee (whose entitlements are set out separately in this Agreement) who is required to be absent from work for a recognised religious or cultural purpose will be entitled to apply for up to 10 working days' unpaid leave in any one year, with the approval of headspace.

#### **43.2 Ceremonial Leave – First Nations employees**

- a) Ceremonial leave will be granted in accordance with this clause 43 to a First Nations employee for ceremonial purposes:
  - i. connected with the death of a member of the employee's Immediate Family or extended family; or
  - ii. for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.



43.3 An employee who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for traditional ceremonial and cultural purposes will be entitled to:

- a) up to 10 days' unpaid leave in any one year, with the approval of headspace; and
- b) up to 5 days' paid leave in any one year, with the approval of headspace.

43.4 Paid ceremonial and cultural leave will not accrue from year to year and will not be paid out on termination of the employment of the employee.

43.5 Ceremonial and cultural leave granted under this clause 43 is in addition to compassionate leave granted under this Agreement.

---

#### **44 Special disaster leave**

44.1 An employee may apply for up to 3 days' paid leave per calendar year if:

- a) the employee is a full time or part time employee;
- b) the employee is unable to attend work due to a disaster (such as fire or flood) where:
  - i. the employee's residence is damaged or under imminent threat of major damage;
  - ii. the lives or safety of their Immediate Family or household members are threatened; or
  - iii. there is a formal closure, flooding or other unusual danger of the use of a road(s) which is the employee's normal travel route to work and no alternative practicable travel route is available.
- c) Special disaster leave is non-cumulative and is not paid out on the termination of employment of an employee.
- d) headspace may, at its discretion provide additional paid or unpaid leave under this clause 44.
- e) Employees may request a flexible working arrangement for the duration of a disaster covered by this clause 44.

---

#### **45 Family and domestic violence leave**

45.1 Subject to the below, family and domestic violence leave is provided in accordance with the NES.

45.2 An employee (including casual employees) is entitled to up to 20 days' paid family and domestic violence leave, in a 12 month period if:

- a) they are experiencing family and domestic violence; and
- 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 activity outside of the employee's work hours.

45.3 The leave is available in full at the start of each 12-month period of the employee's employment and does not accumulate from year to year.

#### 45.4 Notice and evidentiary requirements

- a) The employee shall give headspace notice as soon as reasonably practicable of their request to take leave under this clause 45.
- b) If required by headspace, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 45. Such evidence may include a document issued by the police, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

#### 45.5 Supporting another person experiencing family and domestic violence

- a) An employee who needs to care for a member of their immediate family or household who is experiencing family and domestic violence may be eligible for personal/carers' leave in accordance with clause 34.
- b) An employee can apply for personal/carers' leave when a person with a significant family or personal connection to the employee, but who is not a member of the employee's Immediate Family or household needs support in relation to family and domestic violence.
- c) This leave may be granted at the discretion of headspace.

---

## 46 Study leave

46.1 An employee may be granted study leave to obtain formal qualifications and/or skills. Study leave is approved time off work for study requirements that are directly related to the employee's position at headspace. Study leave may include time off for course attendance, personal study or for attending exams.

46.2 An employee (other than a casual employee) can apply for up to 5 days' paid study leave per year (pro-rata for part time employees). Casual employees can apply for unpaid study leave. Study leave is non-cumulative.

46.3 An employee will only be granted study leave where:

- a) the employee's probationary period has been completed;
- b) if the study is relevant to the employee's current or future role with headspace and would therefore benefit headspace as well as the employee; and
- c) the employee is completing a tertiary qualification (or equivalent), including TAFE course.

---

#### **47 National training wage**

headspace may engage employees on traineeships. Employees engaged on traineeships will be paid in accordance with the minimum rates and conditions set out in Schedule E of the Miscellaneous Award.

---

**48 Signatories**

SIGNED for and on behalf of **headspace NATIONAL YOUTH MENTAL HEALTH FOUNDATION LTD** by its authorised officer:

.....  
Signature Date

Jason Trethowan  
Chief Executive Officer  
headspace National Youth Mental Health Foundation Ltd.  
South Tower, Level 2, 485 La Trobe St, Melbourne VIC 3000

In the presence of:

..... Name: .....  
Witness

---

SIGNED by a **STAFF REPRESENTATIVE**:

.....  
Signature Date  
Name: ..... Address: .....

In the presence of:

..... Name: .....  
Witness

---

SIGNED by a **STAFF REPRESENTATIVE**:

.....  
Signature Date  
Name: ..... Address: .....

In the presence of:

..... Name: .....  
Witness

## Schedule 1 headspace Salary Schedule

1. This Schedule sets out the minimum base salary rates for each headspace classification level as at 1 July 2023.
2. Clause 16 of this Agreement sets out the approach regarding increases to the minimum base salaries.
3. The minimum base rates set out in this Schedule, will be increased by the Fair Work Commission’s Annual Wage Review plus an additional 1%, only once they fall below the equivalent minimum rates set out in the Award (this is set out at clause 16 of this Agreement). If the minimum base rates set out in this Schedule do not fall below the equivalent minimum rates set out in the Award, they will not be increased.

### Support Services Stream

headspace Level	headspace minimum base salary at 1 July 2023 (Support Services)
HS1	\$49,743
HS 2	\$51,655
HS 3	\$56,945
HS4	\$60,000
HS 5	\$70,000
HS 6	\$75,000
Executive Officer EO1	Over \$90,000
Executive Officer EO2	
Executive Officer EO3	

**Health Professionals Stream**

<b>headspace Level</b>	headspace minimum base salary at 1 July 2023 (Health Professionals)
HS1	\$NA
HS 2	\$NA
HS 3	\$59,466
HS4	\$72,303
HS 5	\$81,438
HS 6	\$98,604
Executive Officer EO1	\$105,227
Executive Officer EO2	\$114,430
Executive Officer EO3	\$126,322

## Schedule 2 headspace Classification Schedule

### 1. Level HS1 – Officer

#### 1.1 Level of Supervision/Independence

- At entry levels, will work under direct/close supervision with work outcomes clearly monitored.
- Freedom to act is limited by standards and procedures.
- Solutions to problems are found in established procedures and instruction and assistance is readily available with no scope for interpretation.
- Undertake routine activities with clearly defined outcomes which are readily attainable.
- Above base level:
  - work outcomes are monitored
  - have freedom to act within established guidelines
  - some limited scope to exercise initiative in applying work practices and procedures

#### 1.2 Problem Solving and Judgement/Risk

- Resolve problems where alternatives are limited and the required action is clear or can be readily referred to higher levels.

#### 1.3 Professional and Organisational Knowledge

- Employees at the base of this level would not usually be required to have formal qualifications or work experience upon engagement.

#### 1.4 Breadth of the position

- May provide straight-forward information to others.
- May be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation.
- May be required to assist senior workers with specific projects.

**Typical Duties:** Undertake routine office duties and support involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system.  
Introductory level clerical duties, routine office support, administration assistant, general reception, filing, record or stores clerk, accounts assistant, trainee for next level duties.

## **2. Level HS2 - Officer**

### **2.1 Level of Supervision/Independence**

- Assistance will usually be available from more senior staff as required.
- Routine supervision of straightforward tasks and close supervision of more complex tasks.
- Responsible for managing and planning their own work and maybe those of subordinate staff.

### **2.2 Problem Solving and Judgement/Risk**

- Employees at this level could be required to resolve problems of limited difficulty and minor work procedural issues in the relevant work area within established constraints.
- Choose between a range of straightforward alternatives.
- Scope is available to exercise initiative in the application of established work procedures.

### **2.3 Professional and Organisational Knowledge**

- Employees would be required to have some relevant industry experience and/or formal qualifications to undertake the range of activities required.
- Working knowledge of statutory requirements relevant to the workplace.
- This level is the entry level for the early stages of the career of a health professional.

### **2.4 Breadth of the position**

- Undertake responsibility for various activities in a specialised area or exercise responsibility for a function within the organisation.

#### **Typical Duties:**

Receptionist, Office Support or Administration Assistant, Personal Assistant, Finance Officer, Research Officer, Office Co-ordinator, Property Officer, Graduates under direct supervision

May include duties involving the inward and outward movement of mail; keeping, copying, maintaining and retrieving records; and straightforward data entry and retrieval.



### 3. Level HS3 - Officer

#### 3.1 Level of Supervision/Independence

- Will work under general direction within clearly defined established guidelines and work procedures.
- As they progress, employees will undertake a range of activities, generally where guidelines and work procedures are already established.
- Will require skills in managing time, setting priorities, planning and organising their own work.
- Will work under general direction from senior employees and undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- Will include a range of work functions, may span more than one discipline and involve the control of projects/programs.
- Required to set priorities, plan and organise their own work and perhaps that of lower classified staff and establish the most appropriate operational methods for the organisation.
- Although adhering to established work practices, may be required to exercise initiative and judgement where practices and direction are not clearly defined.
- Will exercise a degree of autonomy but assistance is available when required.
- May provide expert advice to employees classified at lower levels.
- May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels.
- A health professional at this level works independently and is required to exercise independent judgement 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.

#### 3.2 Problem Solving and Judgement/Risk

- Freedom to act governed by clear objectives.
- Will be expected to set outcomes and further develop work methods where general work procedures are not defined.
- Knowledge of the role of the organisation and its structure and service/s.
- Ability to apply a body of knowledge including diagnostic skills and assessment of the best approach to a task.
- Required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs.
- Solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions.
- Exercise judgement and initiative where procedures are not clearly defined.
- Provide factual advice which requires proficiency in the work area's rules and regulations.
- May undertake limited creative, planning or design functions involving a range of different tasks.

#### 3.3 Professional and Organisational Knowledge

- Positions at this level demand the application of knowledge which is gained through qualifications (degree level) and/or previous experience and/or sound discipline knowledge gained through experience.
- Knowledge of organisational programs, policies and activities.
- A sound discipline knowledge gained through experience, training or education and a sound knowledge of program, activity, operational policy or service aspects of the function.
- Perform tasks/assignments which require knowledge and proficiency of the work area processes and an understanding of how they interact with other related areas and processes.
- Exercise a high level of interpersonal skills in dealing with the public and other organisations.
- Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisational goals.
- Specialists will be required to provide multi-disciplinary advice.
- Health professionals will 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.

#### 3.4 Breadth of the position

- The ability to take responsibility for a range of functions within the organisation requiring a high level of knowledge and skills.

- Greater scope for the employee to contribute to the development of work methods and the setting of outcomes.
- May require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined.
- Staff are expected to perform a greater range and complexity of tasks at higher than base level.
- At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline-specific students.

**Typical Duties:** Experienced in clerical duties, office coordination and administration e.g. processing accounts for payment, providing general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; under direction, providing a range of information services, research or project assistance.

Provide administrative support of a complex nature e.g. liaising with other professionals, leading a team within a specialised project, assisting senior employees with the planning and co-ordination of a community program of a complex nature.

Specialist employee where decisions rest with the employee; preparation of budgets; develop, plan and supervise the implementation of educational and/or developmental programs; undertake publicity assignments including media liaison, design and layout of publications/displays and editing; carry out planning, studies or research for particular projects; office management and administration, Project Officer, Professional Officer, Senior Office Administrator, Personal/Executive Assistant, Accountant, Research Officer, Graduate with relevant work experience.

## 4. Level HS4 – Coordinator/Clinician

### 4.1 Level of Supervision/Independence

- Will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- Scope to influence the operational activities of the organisation with involvement in establishing operational procedures which impact the organisation.
- Exercise a degree of autonomy in establishing the operation of the work area.
- Has significant delegated authority.
- Managing time is essential to the achievement of outcomes.
- May be required to undertake the control & co-ordination of a program, project and/or a significant work area.
- May exercise managerial responsibility, work independently as a specialist, be a senior member of a single discipline project team or provide specialist support to a range of programs or activities.
- May have supervisory and line management responsibility.
- Required to understand and implement effective staff management and personnel practices.
- Where prime responsibility lies in a specialised field: control and co-ordinate projects, provide expert advice, contribute to new procedures and methodology; supervise and monitor work outcomes.

### 4.2 Problem Solving and Judgement/Risk

- Will have responsibility for decision-making in a particular work area and the provision of expert advice.
- Provide advice on matters of complexity within the work area and/or specialised area.
- Select methods and techniques based on sound judgement.
- Discretion to innovate within own function and take responsibility for outcomes.
- Solutions to problems can generally be found in documented techniques, precedents or instructions.
- Advice is available on complex or unusual matters.
- A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline.

### 4.3 Professional and Organisational Knowledge

- Specialist skills/supervision/management abilities exercised in a multi disciplinary or major single function.
- High levels of specialist knowledge and skill.
- Will require a comprehensive knowledge of the organisation's policies and procedures and a good understanding of the long term goals of the organisation.
- Degree with subsequent relevant experience.
- Actively contribute to the development of professional knowledge and skills in their field of work.

### 4.4 Breadth of the position

- Scope to influence the operational activities of the organisation.
- Will require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it.
- Undertake significant projects and/or functions involving the use of analytical skills.
- Undertake a range of duties within the work area, including developing work practices and procedures and the development and advice of policy matters.
- Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.
- In professional positions, apply theoretical knowledge, at degree level, in a straightforward way.
- In administrative positions, provide interpretation, advice and decisions on rules and entitlements.
- At this level health professionals will: have additional responsibilities; be responsible for providing support for the efficient, cost effective and timely delivery of services; perform across a number of recognised specialties within a discipline and be responsible for ensuring optimal budget outcomes for their customers and communities.

**Typical Duties:** Expected to contribute to the management of the organisation, assist or prepare budgets, establish procedures and work practices; be involved in the formation of programs, the provision of assistance and/or expert advice to other employees.  
 In administrative positions:  
 – provide interpretation, advice and decisions on rules and entitlements

- provide financial, policy and planning advice
- service a range of administrative/other committees, including preparation of agendas, papers, minutes and correspondence

In professional positions:

- work as part of a research team
- provide counselling services
- undertake a range of computer programming tasks

Information Analyst, Community Officer, Communications Officer, Research or Policy Officer, Marketing and Media

## 5. Level HS5 –Senior Clinician/Other Professional Equivalent

### 5.1 Level of Supervision/Independence

- Will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- Has significant delegated authority.
- Control and co-ordinate a work area within budgetary constraints where required.
- Guidance is not always readily available within the organisation.
- Normally supervises other employees and establishes and monitors work outcomes.

### 5.2 Problem Solving and Judgement/Risk

- Positions at this level will demand responsibility for decision-making and the provision of expert advice.
- May be required to negotiate matters on behalf of the organisation.
- Roles may involve complex professional problem solving.
- Decisions and actions taken at this level may have significant effect on projects/programs/work areas being managed.
- Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques.
- 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.

### 5.3 Professional and Organisational Knowledge

- Requires a good understanding of the long term goals of the organisation.
- Comprehensive knowledge of policies and procedures.
- Application of a high level of discipline knowledge.
- A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff
- Qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience.
- A health professional at this level:
  - has a proven record of achievement at a senior level
  - has the capacity to allocate resources, set priorities and ensure budgets are met
  - may be responsible for providing effective services and ensuring budget/strategic targets are met
  - supervises staff where required
  - is expected to develop/implement and deliver business plans which increase the level of care to customers within a budget framework.
- May be a recognised authority in a specialised area.

### 5.4 Breadth of the position

- Employees at this level are involved in developing and implementing significant operational procedures which impact on activities undertaken and outcomes achieved by the organisation.
- Be expected to undertake the control and co-ordination of major work initiatives and/or undertake managerial or specialised functions under a wide range of conditions to achieve results in line with corporate goals.
- May manage a section or organisation.

**Typical Duties:** Involvement in the formation/establishment of programs. Develop work practices and procedures for various projects. Prepare budget submissions. Determine the effectiveness of operations. Control and co-ordinate projects/programs. Provide a consultancy service to a wide range of clients. Senior Policy Consultant, Senior Research Officer, Operations Manager, Senior Accountant, Senior Clinician.

## 6. Level HS6 – Consultant/Other Professional Equivalent

### 6.1 Level of Supervision/Independence

- Subject to broad direction and autonomy.
- Will exercise supervisory responsibility for an activity in the organisation or supervise other employees.
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction.

### 6.2 Problem Solving and Judgement/Risk

- Undertake work of significant scope and complexity, a major portion of which requires initiative.
- Involved in the initiation and formulation of extensive projects or programs, of current and future options and the development of strategies.
- Will have significant impact on policies and programs.
- Will be able to formulate, implement, monitor and evaluate projects and programs.
- Requires a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- Will demand responsibility for decision-making within the constraints of organisational policy and the provision of advice and support to all facets of the organisation.
- Will apply high level analytical skills in the attainment and satisfying of organisational objectives.
- Likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.
- 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.

### 6.3 Professional and Organisational Knowledge

- Able to manage extensive programs or projects in line with organisational goals.
- Detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies.
- Able to provide specialist advice on policy matters and contribute to the development and review of both internal and external policies.
- Detailed knowledge of relevant statutory requirements.
- Qualifications are generally beyond those normally acquired through a degree course e.g. postgraduate qualifications or progress towards postgraduate qualifications or extensive relevant experience.
- A health professional at this level:
  - has a proven record of achievement at a senior level
  - has the capacity to allocate resources, set priorities and ensure budgets are met
  - may be responsible to the Executive for providing effective services and ensuring budget/strategic targets are met
  - supervises staff where required
  - is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

### 6.4 Breadth of the position

- Involved in the initiation and formulation of extensive projects or programs and in the identification of current and future options.
- Will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- Undertake functions across a range of areas and provide high level advice
- Expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the organisation's operations.

#### Typical Duties:

May provide financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.

May operate as a senior specialist providing multi-functional advice to other professional employees, employer or Board of Management. May offer a consultancy service.

Manage a function or the development and implementation of a policy, requiring a high degree of knowledge and sensitivity or manage a small or specialised unit where significant innovation, initiative and/or judgement are required. Administer complex policy and

program matters. Experienced Specialist Manager, Finance Manager, Supervisor/Team Leader, Research Director, Senior Administrator, Clinical Consultant.

## 7. Executive Officer Level 1 – Senior Consultant/Manager

### 7.1 Level of Supervision/Independence

- Subject to broad direction and working with a considerable degree of autonomy.
- Will have proven management responsibility for diverse activities and/or staff.
- Responsibility for significant resources.

### 7.2 Problem Solving and Judgement/Risk

- Fully responsible for the achievement of significant organisational objectives and programs.
- Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level.
- Responsible for significant high level creative, planning and management functions.
- Provide strategic support and advice at the corporate level, requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives operating within complex organisational structures.

### 7.3 Professional and Organisational Knowledge

- Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:
  - proven expertise in the management of significant human and material resources;
  - in addition to, in some areas, postgraduate qualifications and extensive relevant experience.
- Comprehensive knowledge of related programs.
- Generate and use a high level of theoretical and applied knowledge.
- Expected to bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies.
- Devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

### 7.4 Breadth of the position

- Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance.
- Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas.
- Responsible for programs involving major change which are likely to impact on other areas of the organisation's operations.

**Typical Duties:** Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

Manage a functional unit with a diverse or complex set of functions and significant resources.

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.

Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative, technical or professional advice and support of a more complex nature.

Manager, Senior Researcher Clinical Director, Quality/Performance Improvement Consultant, Administration Manager



## **8. Executive Officer Level 2**

### **8.1 Level of Supervision/Independence**

- Responsible for planning and directing a department of the organisation.
- Oversees all departmental planning, personnel and resources.

### **8.2 Problem Solving and Judgement/Risk**

- Fully responsible for the achievement of significant departmental objectives and programs.
- Establish the strategic direction of the department in line with the division's and organisation's strategic plan.
- Sets departmental policy and performance criteria in line with divisional and organisational objectives.
- Liaises with the CEO and Divisional Heads.
- Responsible for the departmental budget and expenditure.

### **8.3 Professional and Organisational Knowledge**

- Relevant tertiary and post graduate qualifications and substantial specialist and senior management experience.
- Excellent presentational skills with a high level of political nous.
- Broad experience in the field of work/expertise.
- Superior policy development expertise.
- Well developed people management capability.

### **8.4 Breadth of the position**

- Will be involved in organisation wide projects and/or programs.

**Typical Duties:** Departmental Head, Director

## **9. Executive Officer Level 3**

### **9.1 Level of Supervision/Independence**

- High degree of autonomy and independence.
- Responsible for planning and directing a division of the organisation.
- Oversees all divisional planning, personnel and resources.

### **9.2 Problem Solving and Judgement/Risk**

- Establish the strategic direction of the division in line with the organisation's strategic plan.
- Is involved in the development and ownership of the organisation's strategic plan.
- Liaises with the CEO and headspace Board.
- Sets divisional policy and performance criteria.
- Responsible for the divisional budget and expenditure.

### **9.3 Professional and Organisational Knowledge**

- Relevant tertiary and post graduate qualifications and substantial specialist and senior executive experience.
- Exceptional presentational skills with a high level of political nous.
- Broad management experience.
- Exceptional people management capability.
- Well regarded reputation.

### **9.4 Breadth of the position**

- Responsibilities cover a division of the organisation and membership of the Executive Leadership Team
- Role will help steer the direction of the organisation.

**Typical Duties:** Head of Division/Function