



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Tipping Foundation
(AG2017/1902)

TTF AND VISTA, DISABILITY AND CHILD, YOUTH, FAMILY SERVICES ENTERPRISE AGREEMENT 2017

Social, community, home care and disability services

COMMISSIONER CRIBB

MELBOURNE, 21 JULY 2017

Application for approval of the TTF and Vista, Disability and Child, Youth, Family Services Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *TTF and Vista, Disability and Child, Youth, Family Services Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Tipping Foundation. The agreement is a single-enterprise agreement. The Agreement covers two employers, The Tipping Foundation (TTF) and Victorian Person Centred Services Inc (VISTA), that are engaged in a common enterprise and therefore, pursuant to s.172(5) of the Act, are single-interest employers.

[2] An undertaking has been given with respect to clauses 17.5 and 17.6 and is taken to be a term of the Agreement. A copy of the undertaking is attached to this Decision as Annexure A and can also be found at the end of the Agreement.

[3] Subject to the undertaking referred to above, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[4] The Health Services Union of Australia (HSU) and Australian Municipal, Administrative, Clerical and Services Union (ASU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

[5] The Agreement was approved in Chambers on 21 July 2017 and, in accordance with s.54 of the Act, will operate from 28 July 2017. The nominal expiry date of the Agreement is 1 March 2019.



ANNEXURE A

**THE TIPPING
FOUNDATION**

A Bill Tipping legacy working together with Vista

22 June 2017

Fair Work Commission
Attention: Commissioner Cribb
11 Exhibition St
Melbourne VIC 3000

Dear Commissioner Cribb

We write to confirm our commitment to the following undertakings as agreed by e-mail on 06 June 2017:

1. The Tipping Foundation with respect to clause 17.5.1 (iii) and clause 17.5.1.2 (c) that these clauses shall apply to disability residential casual employees to ensure they receive public holiday penalties of 150% as well as 25% loading
2. The Tipping Foundation with respect to clause 17.6 (c) shall be modified to the following: *These extra rates will be in substitution for and not cumulative upon the casual loading prescribed in clause 17.1 (Ordinary Hours of work) and 17.5 (Shift Work) and are not applicable to overtime hours worked on a Saturday and Sunday. This sub-clause only applies to employees working in the Disability Community and Child, Youth and Family settings and does not apply to employees working in Disability Residential settings.* The effect of this undertaking is to ensure disability residential employees are entitled to receive Saturday (50%) penalties or Sunday (100%) penalties and any applicable shift work allowance (10%) as per clause 17.5.2 and any applicable casual loading (25%) as per clause 17.1(c)(iii)

Yours sincerely



Graeme Kelly
CEO

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

TTF (The Tipping Foundation) and VISTA (Victorian Person Centred Services) Agreement 2017

Disability and Child, Youth, Family Services

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. NAME OF THE AGREEMENT

This Agreement shall be called the *TTF and Vista, Disability and Child, Youth, Family Services Enterprise Agreement 2017*.

2. PARTIES TO THE AGREEMENT AND COVERAGE

The parties to this Agreement are:

- (a) TTF (ABN: 59 032 986 751) trading as The Tipping Foundation and VISTA (ABN: 64 762 103 425) trading as Victorian Person Centred Services ('the Employer'); and
- (b) Employees employed by TTF/VISTA, within the scope set out in clause 3 and as classified in Schedules B and C of this Agreement.
- (c) Health and Community Services Union (an operating name of the Health Services Union (Victoria) No. 2 Branch).
- (d) Australian Services Union Victoria and Tasmania Authorities and Services Branch with regards to employees who are classified as Child, Youth and Family/Out of Home Care workers.

3. SCOPE OF AGREEMENT

This Agreement contains all the terms and conditions of employment for employees employed by the employer in the provision of residential and respite accommodation services for people with a disability and children in Out of Home Care and for the provision of day services and community based services for people with a disability and children in Child, Youth and Family/Out of Home Care and shall apply to all employees employed pursuant to the classifications listed in Schedules B and C.

4. DATE AND PERIOD OF OPERATION

The Agreement will operate seven days after the date on which it is approved by the Fair Work Commission and the Nominal Expiry Date of this Agreement is 1 March 2019.

5. DEFINITIONS

For the purposes of this Agreement:

- (a) "the Act" shall mean the Fair Work Act 2009, or any successor, as amended.
- (b) "employee" means an employee of TTF or VISTA, trading as The Tipping Foundation ("TTF") or Victorian Person Centred Services ("VISTA").
- (c) "employer" means TTF (ABN: 59 032 986 751) trading as The Tipping Foundation and VISTA (ABN: 64 762 103 425) trading as Victorian Person Centred Services ('the Employer').
- (d) "excursion" means camp stay, excursion, holiday, however described.
- (e) full rate of pay - is the rate of pay payable to the employee, including all the following:
 - (i) incentive-based payments and bonuses;
 - (ii) loadings;
 - (iii) monetary allowances;
 - (iv) overtime or penalty rates;
 - (v) any other separately identifiable amounts
- (f) "FWC" means the Fair Work Commission or successor.

- (g) "HACSU" means the Health and Community Services Union (an operating name of the Health Services Union (Victoria) No. 2 Branch).
- (h) "ASU" means the Australian Services Union Victoria and Tasmania Authorities and Service Branch.
- (i) immediate family of an employee means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee
 - (iii) spouse includes a former spouse
 - (iv) de facto partner of an employee:
 - (1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the employee.
- (j) "NES" means the National Employment Standards as contained in the *Fair Work Act 2009 (Cth)*.
- (k) Service and Continuous Service are defined by section 22 of the *Fair Work Act 2009*.
- (l) "Union" means HACSU and ASU.
- (m) "ERO" means Equal Remuneration Order ratified by Fair Work Australia in relation to an increase of wages for the disability sector.
- (n) "Award" means the *Social, Community, Home Care and Disability Services Industry Award (SCHADS) 2010*.
- (o) "Standard rate" means the wage rate for an employee at level 3 pay point 3 as per Schedule A Wage rates and the relevant Service Stream.
- (p) NAIDOC means National Aborigines and Islander Day Observance Committee

6. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

- 6.1 This agreement shall be read and interpreted in conjunction with the Social Community Home Care and Disability Services (SCHADS) Award 2010 and the National Employment Standards.
- 6.2 Where there is any inconsistency between the terms of the award and the terms of the agreement, the agreement terms will prevail.
- 6.3 For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.
- 6.4 In the event that the FWC's Modern Award review results in a variation of the award to provide for minimum hours of engagement for part time staff, during the life of this Agreement, the parties agree that no later than one month after any award variation takes effect they will commence negotiations with regard to minimum engagement and how it may be progressively implemented. If an agreement is reached regarding the implementation of a new minimum engagement, the parties may apply to FWC to vary this Agreement accordingly.

6.5 Whilst these negotiations occur, the Employer agrees to implement a minimum engagement of 2 hours for part time staff in Disability Residential.

7. AGREEMENT FLEXIBILITY

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

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) minimum hours arrangement as per Clause 13.2.
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee without coercion or duress.

7.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

7.3 The employer must ensure that the individual flexibility arrangement:

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

7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

PART 2 - COMMUNICATION AND DISPUTE RESOLUTION

8. CONSULTATION IN THE EVENT OF MAJOR ORGANISATIONAL CHANGE

8.1 The parties acknowledge the benefits of consultation to facilitate the process of change as it occurs in the workplace. The parties also acknowledge that the most effective introduction of Organisational Change occurs where there is an environment of co-operation and consultation.

- 8.2 In the event that the employer identifies a need for significant change that is likely to have significant effects on employee/s, the employer will commence a process of consultation, as soon as practicable, with the employees affected and the representatives of their Union who may be affected by the change.
- 8.3 For the purpose of such discussion, the employer will provide a Change Impact Statement to the employees concerned and the Union at least four weeks, where possible, prior to such changes being implemented.
- 8.4 The Change Impact Statement will set out all relevant information about the changes, including the nature of any of the changes proposed, and the expected effects of the changes on employees provided that the employer will not be required to disclose confidential information.
- 8.5 The employer will consult regularly with those affected by the proposed change and will give consideration to matters raised by the employees and the Union with the view to taking appropriate steps to mitigate the impact of such change.
- 8.6 Issues will be discussed at the affected workplace.
- 8.7 The parties will make every effort to ensure that issues raised in consultation relating to this clause are dealt with in a timely manner.
- 8.8 “Significant effects” include termination of employment; major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; change of rosters; the need for retraining or transfer of employee/s to other work or locations and the restructuring of jobs.
- 8.9 At any stage of the consultation process an affected employee may elect to involve a representative of his/her choice (which may include a HACSU or ASU official) and the employer may elect to involve a representative of its choice.
- 8.10 Unresolved matters shall be dealt with in accordance with the Dispute Resolution clause of this agreement.

9. DISPUTE RESOLUTION PROCEDURE

9.1 Resolution of disputes

It is recognised that employees may experience problems and concerns related to the work environment from time to time and the dispute and grievance resolution process provides a mechanism for employees to raise an issue and have it discussed openly and dealt with satisfactorily and promptly.

- (i) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute or grievance about whether an Employer had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.
- (ii) At each or any level of the procedure, the employee(s) may elect to involve a representative of his/her choice (which may include a HACSU or ASU official) and the Employer may elect to involve a representative of its choice. The employee and the Employer will advise the other party in respect of their representation, if any, prior to any meeting commencing.
- (iii) Where the employee chooses another employee to act as their representative she/he will be released by the employer in paid time, where possible, from normal duties for such periods of

time as may be reasonably necessary to enable her/him to represent the employee concerning matters pertaining to the dispute.

9.2 Obligations

- (i) All employees are encouraged to raise issues informally in the normal course of their work with their immediate supervisor. When a problem or issue arises that cannot be dealt with in this manner, then a formal dispute/grievance process would be undertaken.
- (ii) The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out without delay.
- (iii) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue and the status quo must apply in accordance with the existing situation or practice that existed immediately prior to the subject matter of the grievance or dispute occurring, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.
- (iv) No person covered by the agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

9.3 Internal process

- (i) Any dispute or grievance must first be dealt with in accordance with the below process, provided that the process is conducted in a timely manner and it is consistent with the following principles:
 - a. The rules of natural justice;
 - b. Provides for mediation or conciliation of the grievance;
 - c. Provides that the Employer will take into consideration any views on who should conduct the review; and
 - d. Be conducted as quickly, and with as little formality, as a proper consideration of the matter allows.
- (ii) The dispute or grievance must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s), the next up Manager or Human Resources.
- (iii) Where the matter remains unresolved, the Employee(s) can request that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.

9.4 Referral to Fair Work Commission

If the dispute is not settled through an internal dispute resolution process, the matter can be referred to the Fair Work Commission (FWC) by any party for resolution by conciliation or arbitration.

The FWC may deal with the dispute in two stages:

- (a) The FWC 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 FWC is unable to resolve the dispute at the first stage, FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

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

The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

PART 3 - WAGES AND RELATED MATTERS

10. CLASSIFICATION STRUCTURE

Employees will be classified according to the classification structure in Schedule B and C.

11. WAGE RATES

11.1 Minimum annual rates of pay

Employees will be paid the minimum annual rates of pay as provided in Schedule A – Rates of Pay, in accordance with the applicable classification level.

11.2 Pay Increases

11.2.1 This agreement provides for increases in salary as follows:

1. A 2.75% increase or the national wage increase, whichever is higher, to be paid from the first pay period on or after each of 1 July 2017 and 1 July 2018; and
2. From the first pay period on or after each of 1 December 2017 and 1 December 2018, an increase sufficient to ensure the payment of no less than either:
 - a. The minimum wage for the relevant classification in the Award, or
 - b. The minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned, whichever is higher.

11.2.2 The pay rates under this agreement shall be at least the minimum pay rate set by the modern SCHADS award. If the agreement pay rates fall below the modern award pay rates, those pay rates will be adjusted upwards.

11.2.3 Schedule A sets out pay rates at the commencement of this Agreement together with the indicative pay rates based on a 2.75% increase from the first pay period on or after 2017. It is acknowledged that if the 2017 national wage increase is greater than 2.75%, the indicative rates set out in Schedule A will be superseded.

The employer will produce paytables reflecting the final pay increases as soon as practicable after the outcome of each of the 2017 and 2018 national wage cases are known. The paytables will be prepared in consultation with the union. In the event of any dispute regarding the paytables, the Dispute Resolution Procedures of this Agreement will apply.

11.3 Salary Packaging

- (a) The employer may provide salary packaging following a written application from the employee to have their gross salary reduced by an amount nominated by the employee as salary packaging contribution for the benefit of the employee.
- (b) The employee must complete the application form provided by the employer. The employer, or their Salary Packaging provider, must approve the salary packaging application form before the employee's salary is adjusted for salary packaging contributions. Both parties must be provided with a signed copy of the agreement.
- (c) The administrative costs associated with implementation of an individual's salary packaging arrangement will be borne by the employee to an amount which will be set out in the packaging agreement.
- (d) The salary packaging arrangement must not reduce or alter the employer's superannuation contribution calculation or obligation to pay superannuation under the *Superannuation Guarantee (Administration) Act* or *Superannuation Guarantee Charges Act*. For the avoidance of doubt superannuation obligations will be paid on the employee's pre-salary packaging cash salary.
- (e) Should changes occur in tax laws or practice such that the employer incurs a cost or expense under or in respect of salary packaging agreements, such agreements cease to apply on the employer giving one month's notice.
- (f) The employee may, upon one month's notice in writing, terminate or vary the salary packaging agreement.
- (g) Notwithstanding the above provisions, in the event that changes in legislation, determinations or rulings, particularly in respect of the employer's Fringe Benefits Tax exempt status as a Public Benevolent Institution, remove the employer's capacity to maintain the salary packaging arrangements offered to employees under this agreement, the employer shall be entitled to withdraw from the remuneration packaging arrangements by giving the maximum reasonable notice practicable to each affected employee, and where possible at least two months prior to the withdrawal taking place.

11.4 Incremental Progression

Progression from one incremental point to the next within each level in the classification structure in Schedule B and C, shall be dependent upon the following:

- (i) the acquisition and satisfactory utilisation of new or enhanced skills if required by the employer; and
- (ii) demonstrated competency and satisfactory service over a minimum period of twelve months at each increment within the classification Level; and
- (iii) the meeting of established performance objectives as determined between the parties. This includes the satisfactory completion of required training modules as determined between the parties.

An annual review will be undertaken by the employer for all full-time and part-time employees in order to assess the employee's progression within the classification Level. The setting of objectives and annual review will take account of the organisation's strategic plan and continuous improvement strategy.

11.5 Superannuation

(a) Legislation

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

(b) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 11.5 (a) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 11.5 (a) and pay the amount authorised under clause 11.5 (d) to one of the following superannuation funds or its successor:

- i) HESTA or
- ii) any other complying fund nominated by the employee

(c) Where the employee has made no nomination of a complying superannuation fund within 28 days from commencement of employment, the default fund for the Employer's statutory contributions will be HESTA.

(d) In addition to the employer's statutory contributions to the nominated complying superannuation fund ("the Fund"), an employee may make additional contributions from their salary and on receiving written authorisation from the employee the employer must commence making contributions to the Fund in accordance with the *Superannuation Guarantee Charge Act 1992*.

(e) Superannuation fund payments will be made in accordance with trust fund deeds.

(f) In the event that the employee is engaging in salary packaging, the compulsory contribution will be based on the employee's pre salary packaged wage rate.

(g) Absence from Work

Subject to the governing rules of the Fund of which an employee is a member, the following provisions shall apply:

(i) Paid Leave

Contributions shall continue whilst a member of a Fund is absent on approved paid leave, i.e. annual leave, sick leave, long service leave, public holidays, jury service or personal leave.

(ii) Work related injury or illness

In the event of an employee's absence from work being due to work related injury or work related illness, contributions at the normal rate shall continue for the period of the absence provided that:

1. the member of the Fund is receiving workers' compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this Agreement; and
2. the person remains an employee of the employer.

12. ALLOWANCES

12.1 Higher Duties

An employee who is 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 shall 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.

12.2 First Aid

(a) First aid allowance—full-time employees

A weekly first aid allowance of 1.67% of the standard rate per week will be paid to a full-time employee where:

- (i) an employee is required by the employer to hold a current first aid certificate; and
- (ii) an employee, other than a home care employee, is required by their employer to perform first aid at their workplace; or
- (iii) a home care employee is required by the employer to be, in a given week, responsible for the provision of first aid to employees employed by the employer.

(b) First aid allowance—casual and part-time employees

The first aid allowance in 12.2(a) will apply to eligible part-time and casual employees on a pro rata basis.

12.3 Private Motor Vehicle Use

- (a) Where an employee is required and authorised by their employer to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the following rate per kilometre:

Engine capacity of motor vehicle	Cents per kilometre
----------------------------------	---------------------

> 3 litres	76.28
> 2 litres – 3 litres	73.55
> 1.6 litres – 2 litres	71.30
1.6 litres	62.69

The allowance in this clause will increase each year of this agreement consistent with the annual July 1 minimum wage increase.

- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided that the employee will not be entitled to reimbursement for expenses referred to in clause 12.3(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.
- (d) An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the employer by the employee.

12.4 Overnight Attendance at Meetings/Travel

An employee, who is required to stay away from home overnight to attend work related meetings, will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the Employer by the Employee.

12.5 Meals allowance

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.48 in addition to any overtime payment as follows:
 - i. when required to work more than two hours after the usual finishing hour of work or, in the case of shift-workers, when the overtime work on any shift exceeds one hour; and
 - ii. provided that where such overtime work exceeds four hours a further meal allowance of \$12.48 will be paid.
- (b) Clause (a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) the allowance in this clause will increase each year of this agreement consistent with the annual July 1 minimum wage increase.

12.6 On call allowance

(a) An employee required by the employer to be on call (i.e. available for recall to duty) will be paid an allowance of 2.0% of the standard rate in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.

(b) The allowance will be 3.96% of the standard rate in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.

PART 4 - EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

13. TYPES OF EMPLOYMENT

At the time of engagement, the employer shall inform each employee of the terms of their engagement, and in particular, whether they are to be full time, part time or casual.

Employees will be engaged in one of the following categories of employment:

13.1 Full-time Employee

A full-time employee works an average of 38 hours per week.

13.2 Part-time Employee

13.2.1 Part-time employment is defined as a minimum of 20 hours per fortnight.

Unless otherwise stated, a part-time employee will be entitled to the same terms and conditions of employment as provided to a full-time employee on a pro rata basis. Minimum fortnightly hours will be specified for part time employees in employment contracts.

13.2.2 The employer and employees will agree in writing the minimum number of fortnightly hours to be worked. The employee may work in excess of those minimum hours up to 76 hours per fortnight.

13.2.3 The pattern of hours and shifts worked shall be identified via the agreed fortnightly or four week roster. Minor variations to the pattern of hours and shifts must be discussed with the employee and more significant variations shall be subject to clause 17.4.

13.2.4 An employee may agree to vary the minimum hours in 13.2.1 above through clause 7.

13.3 Casual Employee

13.3.1 A casual employee is employed by the hour and paid by the hour and shall be paid a 25% loading in addition to the ordinary hourly rate of pay.

Unless otherwise stated in the Agreement, the following clauses of this Agreement have no application to casual employment:

Clause 14.1	Redundancy
Clause 21.1	Annual Leave
Clause 21.2	Paid Personal Leave
Clause 23	Public Holidays

13.3.2 Casual Conversion

Where a casual employee has worked shifts on a regular and systematic basis over a period of 26 weeks or more, the employer and the employee recognise that the employee may be more properly classified as part-time or full-time.

An employee will not be considered to be rostered on a regular and systematic basis where the shifts the employee has been working are replacing an employee on an absence (including but not limited to parental leave, long service leave, workers compensation leave and personal leave) or a flexible work arrangement.

Either the employer or the employee may request in writing the conversion of the employee to full-time or part-time employment (whichever is applicable) and such a request will not be unreasonably refused by either party. Where a request is refused, the written response will include reasons for the refusal.

Where such a conversion occurs, the employee will be provided with a Letter of Appointment setting out the revised employment arrangements, including any period/s of casual employment with the employer. In the event that a casual employee converts to permanent full time or part time employment, from the date of that event the employee will be treated as an ongoing employee under clause 13.1 or 13.2 and will be entitled to Long Service Leave benefits accruing from the date of engagement as a casual as per the requirements of clause 23.2.

14. TERMINATION OF EMPLOYMENT - REDUNDANCY

14.1 Redundancy

(a) Definitions

(i) Redundancy

Redundancy occurs when the employer has made a definite decision that the employer no longer wishes the job an employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment.

(ii) Transmission of Business

Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

(iii) Weeks' pay

Weeks' Pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- Overtime
- Penalty rates
- Disability allowances
- Shift allowances
- Special rates
- Fares and travelling time allowances
- Bonuses and
- Any other ancillary payments of a like nature

(b) Transfer to Lower Paid Duties.

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) the employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

(c) Severance pay

In addition to the period of notice prescribed for ordinary termination in clause 15, a full-time or part-time employee whose employment is terminated by reason of redundancy will be paid the following amount of severance pay in respect of each continuous period of service:

Period of Continuous Service	Severance Pay
Less than one year	Nil
1 year but less than two years	4 weeks' pay
2 years but less than three years	6 weeks' pay
3 years but less than four years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years and 10	16 weeks' pay
10 years and over	12 weeks

*Week's pay is defined above.

14.2 Employee Leaving During Notice Period

An employee whose employment is terminated for reason of redundancy may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had he or she remained with the Employer until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

14.3 Alternative Employment

Where the Employer offers the Employee acceptable alternative employment no severance payment is payable, subject to an order of the FWC.

14.4 Time off During Period of Notice

- (i) During the period of notice of termination given by the employer an employee shall 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.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer,

produce proof of attendance at an interview or she/he shall not receive payment for the time absent.

(iii) For this purpose a statutory declaration will be sufficient.

14.5 Employees Exempted

This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks

14.6 Transmission of Business

Transfer of business shall occur according to the relevant provisions contained within the *Fair Work Act 2009 (Cth)* or its successor.

14.7 Redundancy Process

(i) Where a redundancy arises the employer will provide affected employees in good time with relevant information including the:

- 1. Reasons for any proposed redundancy;
- 2. Number and categories of workers likely to be affected; and
- 3. Period over which any proposed redundancies are intended to be carried out.

(ii) During discussions taking place in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

15. TERMINATION OF EMPLOYMENT - DISMISSAL

15.1 Dismissal of full-time or part-time employee

(i) Where an employee is terminated by the employer the employee will be entitled to the following notice:

Period of continuous Service	Period of Notice
1 year or less	1 week
Over 1 year but less than 3 years	2 weeks
Over 3 years but less than 5 years	3 weeks
Over 5 years	4 weeks

(ii) Where an employee is over 45 years of age, and has completed 2 years of continuous service, an additional weeks' notice period shall be paid.

(iii) Payment in lieu of the notice period set out above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.

- (iv) In calculating any payment in lieu of notice, the wages to be used shall be those an employee would have received in respect of the ordinary time (including relevant allowances) they would have worked during the period of notice had their employment not been terminated. The period of notice in this clause shall not apply in the case of dismissal for conduct which justifies instant dismissal or in the case of casual employees, or those employees engaged for a specific period of time or for a specific task or tasks.
- (v) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - 1. The employee's ordinary hours of work (even if not standard hours);and
 - 2. The amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - 3. Any other amounts payable under the employee's contract of employment.

15.2 Notice of Termination by Employee

An employee will give the same notice of termination as the employer, save for the additional weeks' notice required for employees over 45 years of age.

15.3 Summary dismissal

In the event of serious and/or wilful misconduct, the employee may be summarily dismissed. This may include, but is not limited to theft, assault, falsifying records, illegal activities on the Employer's premises, negligence, refusal to carry out reasonable directions and using or being affected by alcohol or drugs on duty.

16. DISCIPLINARY PROCEDURE AND PERFORMANCE COUNSELLING

16.1 Purpose

The parties to this Agreement agree that the Employer must be able to manage and correct unacceptable behaviour in the workplace. Informal counselling, performance counselling, supervision and the disciplinary procedure are primarily directed towards correcting and/or improving an employee's performance or conduct in the workplace.

The levels of discipline set out in this procedure may or may not be administered in a sequential manner depending on the situation. The circumstances surrounding an employee's action and the seriousness of such actions, will determine the appropriate level of discipline.

16.2 Documented Disciplinary Procedure

The employer will ensure that it has a clearly documented and published disciplinary procedure that is appropriate to the size and nature of the organisation.

16.3 Representation and Opportunity to Make Representations

Throughout the formal counselling and disciplinary process an employee will be provided with reasonable opportunity to respond to allegations pertaining to unacceptable performance, behaviour and/or misconduct. The employee may be assisted or accompanied by a support person or representative of his/her choice, who shall be notified to the Employer in advance of any meeting.

16.4 Conduct of Disciplinary Investigation

When disciplining any Employee or investigating any concern or allegation about the Employee's work performance, the Employer will adhere to the principles of natural justice and will ensure that the Employee:

- is given a clear indication of the concern/s the Employer holds;
- is afforded a proper opportunity to consider any concerns or allegations before responding to such concerns or allegations;
- is given a proper opportunity to have representation at any level of any disciplinary process; and
- is aware of the seriousness and potential consequences of the process being undertaken.

Where the disciplinary matter concerns work performance, the procedure will provide for adequate on-going supervision/support and document the agreed timeframe for work performance improvements.

Where the employer has concerns about the conduct of an employee, or a performance issue that may constitute misconduct or serious misconduct, the employer will advise the employee of the concerns in question and all details of the allegation(s) in writing within three (3) business days and conduct a fair investigation having proper regard to procedural fairness.

If following the investigation, the employer reasonably considers that the employee's conduct may warrant disciplinary steps being taken, the employer will notify the employee in writing, within five (5) days of the investigation being completed, of the basis of its view and all allegation(s) and meet with the employee.

In considering whether the employee should be disciplined the employer will consider:

- (i) whether there is a valid reason related to the conduct of the employee arising from the investigation justifying the disciplinary process;
- (ii) whether the employee knew that the conduct was below acceptable standards; and
- (iii) any explanation by the employee relating to conduct and any mitigating circumstances.

16.5 Provision of Evidence and Other Relevant Information

The employer will promptly provide evidence or information to the employee that they rely upon to pursue performance counselling or disciplinary action. The employer will continue to support the employee whilst on stand down.

16.6 Informal Counselling

Prior to the formal counselling and disciplinary process being initiated, informal counselling will be utilised by the employer in circumstances where the employee has a clean disciplinary record and the performance issue is of a minor nature.

In the event that informal counselling is not successful the following formal counselling and disciplinary process will be followed.

16.7 Formal Counselling and Disciplinary Process

Unsatisfactory work performance may include inefficiency, neglect of duty, absenteeism, lack of punctuality and poor work performance at a level that does not constitute misconduct.

Misconduct means conduct that, if proven, would not justify a disciplinary outcome greater than a formal warning to the Employee. The conduct may be inadvertent and/or not of a serious nature.

Serious Misconduct means conduct of such a nature that it may be unreasonable to require the Employer to continue the employment of the Employee. The conduct may be wilful, deliberate and/or of a serious nature.

(i) **Performance Counselling**

In the event that poor or unacceptable performance or conduct becomes apparent the relevant manager or supervisor will formally counsel the employee concerned with regard to such performance and identify achievable strategies for improvement over a specified period. The relevant manager or supervisor will provide the employee with notes summarising the counselling session and expectations for improvement. The manager or supervisor will provide the employee with such assistance as is appropriate and reasonable to resolve any performance problem.

(ii) **Disciplinary Procedure**

The levels of discipline set out in this procedure may or may not be followed in a sequential manner depending on the situation. The circumstances surrounding an employee's actions and the seriousness of such actions, will determine the appropriate level of discipline.

(a) **Verbal Warning**

Where performance or conduct continues to be unsatisfactory or unacceptable in spite of performance counselling, or where the nature of the problem warrants immediate disciplinary action, management will discuss the matter with the employee and advise the employee that he or she is receiving a verbal warning which will be recorded on his or her personnel file. Expectations for improvement will be clearly explained to the employee.

(b) **First Written Warning**

If the performance or conduct continues to be unsatisfactory or unacceptable in spite of a verbal warning, the matter will again be discussed with the employee by management and a written warning will be given to the employee and a copy placed on the employee's personnel file. Expectations for improvement will be clearly explained to the employee.

(c) **Final Written Warning**

If performance or conduct continues to be unsatisfactory or unacceptable, in spite of a first written warning, the matter will again be discussed with the employee by management. A final written warning will be given to the employee and a copy placed on his or her

personnel file. Expectations for improvement will be clearly explained to the employee. It will be made clear to the employee that further unsatisfactory or unacceptable performance or conduct may result in termination of employment.

(d) Termination of Employment

In the event of unsatisfactory performance or conduct recurring, the employee may be terminated with notice.

(e) Summary Dismissal

In the event of serious and/or wilful misconduct, the employee may be summarily dismissed. This may include, but is not limited to theft, assault, falsifying records, illegal activities on the Employer's premises, negligence, refusal to carry out reasonable directions and using or being affected by alcohol or drugs on duty.

16.8 Suspension

The Employer has the right, at its sole discretion, to either temporarily relocate, redeploy or suspend with pay, an employee, while it investigates his/her alleged misconduct.

An employee should not be unreasonably or financially disadvantaged while temporarily relocated, redeployed or suspended while an investigation is undertaken into his/her alleged misconduct.

16.9 Disciplinary Record

If after any warning a period of 12 months elapses without any further warning being required, all adverse reports relating to the warning must not be used against an employee in any new matter.

PART 5 - HOURS OF WORK & BREAKS

17. HOURS OF WORK

17.1 Ordinary Hours of Work

All endeavours will be made by the employer to provide a minimum shift length of 3 hours for full time and part time employees unless demonstrated client support needs requires a shorter arrangement.

(a) Full time employment (averaging of hours)

The hours for an ordinary week's work shall be 38, or (at the election of the Employee and by mutual agreement with the Employer) be an average of 38 per week in a fortnight, or in a four week period, or by mutual agreement, in a five week period in the case of an employee working ten hour shifts and shall be worked either:

- (i) in five days in shifts of not more than eight hours each;
- (ii) in a fortnight of 76 hours in 10 shifts of not more than eight hours each;
- (iii) by mutual agreement, in 152 hours per four week period to be worked as nineteen shifts each of eight hours;
- (iv) or any other mutually agreed arrangement provided that no more than 12 hours may be worked in any one shift.

(b) Part time employment

The Employer may employ part time employees in any classification in this agreement.

- (i) A part time employee is a person who has reasonably predictable hours of work and works less than full time hours as per subclause (a) and receives, on a pro rata basis, equivalent pay and conditions to those of full time employees who do the same work.
- (ii) Part time employees shall be paid per hour an amount equal to 1/38th of the weekly wage appropriate to the employee's classification. The averaging hours provisions that apply to Full-time employees also apply to Part-time employees.

(c) Casual employment

- (i) A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements, without the requirement of prior notice by either party.
 - (ii) Casual employees shall be employed only in response to unforeseen events such as filling gaps in rosters caused by personal/carers leave or other unpredictable absences. Casual employment is not to be used in circumstances where the work undertaken is of an ongoing and predictable nature.
 - (iii) A casual employee shall be paid per hour worked an amount equal to 1/38th of 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) The minimum length of any shift for all casual employees will be 3 hours. Any casual employee rostered for less than 3 hours will be paid for the minimum hours of engagement.
- (e) For the purposes of this clause the working week shall commence at midnight on a Sunday.

17.2 Span of Hours

Day worker

Disability Community and Child, Youth and Family Settings – Day Worker

The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Friday.

Disability Residential Settings – Day Worker

The ordinary hours of work for a day worker will be worked between 6.30 am and 6.00 pm Monday to Sunday.

Shiftworker

A Shiftworker is an employee who works shifts in accordance with Clause 17.5.

17.3 Rest breaks between rostered work

- (i) An employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another;

- (ii) Notwithstanding the provisions of subclause (i), by agreement between the employee and the organisation, the break between:
 - 1. The end of a shift and the commencement of a shift continuous with the start of the sleepover; or
 - 2. A shift commencing after the end of a shift continuous with a sleepover may not be less than eight hours

17.4 General Rostering Principles

The development of best practice rosters requires a partnership between management, staff and unions as their advocates.

The employer supports equitable access to vacant/additional hours and roster lines. All workplaces will have a process for staff replacement that includes an availability option for part-time staff to be given preference in the filling of shifts over casual and agency. The employer will ensure a fair and equitable process for recruitment to vacant lines.

In reviewing roster patterns the following shall be considered:

- (i) an appropriate and reasonable work/life balance;
- (ii) shift patterns including sleepover shifts, in particular in relation to late finishes and early starts;
- (iii) adequate rest periods;
- (iv) fair and equitable spread of hours and shifts per permanent employee, per roster;
- (v) fair and equitable access to penalty attracting shifts among all permanent staff;
- (vi) physical care and support needs of residents/clients, including maximising opportunities for residents/clients;
- (vii) community access/recreation opportunities of residents/clients;
- (viii) client family contact/support; and
- (ix) appropriate handover opportunities at key handover periods and preparation time between shifts.

Subclause (ix) does not apply to all community settings.

In Disability Residential and Respite Services only, each roster will:

- (i) Clearly identify staff hours;
- (ii) Be agreed to by staff and management;
- (iii) Incorporate regular team meetings relevant to the service or programme stream where meetings are stand-alone shifts;
- (iv) Incorporate but not specify all administrative and indirect care duties;
- (v) Endeavour to provide every second weekend off duty over the relevant roster cycle;
- (vi) Endeavour to avoid more than 5 consecutive duty shifts;
- (vii) Endeavour to avoid more than three consecutive sleepover or active night shifts;
- (viii) Be posted with a minimum of 28 days' notice, for residential settings and 14 days for community settings.

- (ix) The ordinary hours of work for each employee will be displayed in a place conveniently accessible to employees at the workplace or electronically.
- (x) The posted roster will also be provided to HACSU/ASU where they have been involved in the roster review process.

17.4.1 Change in roster

Proposed changes to rosters that impact on the pattern of the roster shall be subject to consultation between the employer, affected staff and union representatives, as requested, at least 28 days prior to the commencement of the roster in residential settings and 14 days within community settings. Where possible, longer notice should be provided.

Sufficient time should be given to allow consultation to occur, including with the relevant union, at a convenient time and to permit consultation with the employees concerned to ensure that any results from the consultation process are implemented in a smooth and harmonious manner. This consultation process shall occur in an indicative timeframe of fourteen (14) - 28 days, depending on the service setting. Consultation regarding change to rosters should occur at a team/staff meeting where possible. A minimum of two weeks' (2) notice in Residential and 1 week's notice in the Community setting, where possible, shall be provided to HACSU/ASU and staff, prior to meeting with staff, in order to consult regarding the proposed changes and enable HACSU/ASU to be present to represent members.

As part of the consultative process, staff and HACSU/ASU will be notified of any proposed roster review and provided with:

1. the reasons for the review;
2. the nature of the proposed change/s; and
3. information about any other matters that the employer reasonably believes are likely to affect the employees.

The employer will invite relevant employees to give their views about the impact of the change (including any impact to their family or caring responsibilities). The employer must give prompt and proper consideration to any matters raised by the staff/union about the change and will provide a prompt response to those matters raised.

Staff rostered at the workplace but on extended leave or on secondment should be involved in the roster review consultation process. While rosters are subject to review, the permanent hours of a staff member will not be reduced without their agreement.

If a dispute relating to the roster arises, an Employee or their representative (HACSU/ASU) may initiate the dispute resolution procedure, including seeking the assistance of FWC where necessary.

17.4.2 Client cancellation

Where a client cancels or changes the rostered service, except in the case of an emergency, all employees will be provided with a minimum of at least 24 hours' notice from the shift commencement time. In the

case of a full-time or part-time employee where the employee does not receive such notice then the affected employee will be:

1. Offered a suitable alternative shift, or the same length shift at a comparable location, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the employer's business provided the employee has the skill and competence to perform the work.
2. If no such comparable shift can be offered then, the employee will be entitled to receive payment for their specified hours on that day
3. If offered a comparable shift and the employee refuses then no payment will be made.

17.5 Shift Work

17.5.1 Disability Community and Child, Youth and Family settings

Definitions

- (i) Afternoon shift means any shift which finishes after 8:00 pm and at or before 12 midnight Monday to Friday.
- (ii) Night shift means any shift which finishes after 12 midnight or commences before 6:00 am Monday to Friday.
- (iii) A public holiday shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

17.5.1.2 Shift allowances and penalty rates

- (a) An employee who works an afternoon shift will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift.
- (b) An employee who works a night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.
- (c) An employee who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the public holiday.
- (d) Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

17.5.2. Disability Residential Setting

In addition to any other rates prescribed in this Agreement an employee working in a Disability Residential setting whose rostered hours of ordinary duty finish between 6.00p.m. and 8.00a.m. or commence between 6.00p.m. and 6.30a.m. shall be paid an allowance at the rate of 10% of the ordinary hourly rate applicable to the employee's classification as specified in Schedule A **Wages table** for each hour worked during such rostered period of duty.

17.6 Saturday and Sunday Work

All employees (Full time, Part time and Casual) shall have the following entitlement for work on a weekend:

- (a) All rostered time of ordinary duty performed between midnight on Friday and midnight on Saturday shall be paid for at the appropriate ordinary time rate plus 50%.
- (b) All rostered time of ordinary duty performed between midnight Saturday and midnight Sunday shall be paid as the appropriate ordinary time rate plus 100%.
- (c) These extra rates will be in substitution for and not cumulative upon the casual loading prescribed in clause 17.1 (Ordinary Hours of work) and 17.5 (Shift Work) and are not applicable to overtime hours worked on a Saturday and Sunday. This clause only applies to employees working in the Disability Community and Child, Youth and Family settings and does not apply to employees working in Disability Residential settings.

17.7 Sleep Overs

- (i) A sleepover means when an employee is required to sleep overnight on an employer's premises.
- (ii) The span for a sleepover will be a continuous period of eight hours.
- (iii) Where an employee is required to sleepover the employer will at no cost to the employee provide:
 - Healthy accommodation;
 - Wherever possible single bedrooms will be provided;
 - Separate beds for each employee and in no case shall more than two employees be required to occupy the same bedroom.
 - At some reasonably convenient place a bathroom or shower room.
 - Linen, cutlery, crockery and blankets for the use of the employee on the premises.
- (iv) The employee will be entitled to a sleepover payment of \$78.42 for each night on which they sleep over in Disability Residential and \$82.77 for each night on which they sleep over in Disability Community or Child, Youth and Family for the duration of this agreement.
- (v) The sleepover payment is deemed to provide compensation for the sleep over and also includes compensation for all work necessarily undertaken by an employee up to a total of one hours duration.
- (vi) In the event that the employee is required to perform work that exceeds one hour, payment will be made at the prescribed overtime rate for the duration of that work. Notwithstanding anything else in this agreement full-time, part-time and casual employees are paid overtime rates for any disturbance.
- (vii) The employer may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work. The payment prescribed by sub-clause (iv) above will be in addition to the minimum payment prescribed by this subclause.

(viii) No sleepover period shall commence prior to 10pm.

17.8 Broken shifts

- (a) A broken shift means a shift worked by an employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
- (b) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 17.5—Shiftwork, with shift allowances being determined by the finishing time of the broken shift.
- (c) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.

17.9 Excursions and Client Holidays

Where an employee agrees to supervise clients in excursion or holiday activities involving overnight stays away from home, the following provisions will apply:

(a) Monday to Friday excursions

- (i) Payment at the ordinary rate of pay for time worked as per the span of hours clause 17.2 up to a maximum of 12 hours per day, by agreement, plus payment of penalties and allowances.
- (ii) Between the hours of 6:00pm to midnight the accrual of time instead of overtime payment in accordance with overtime rates prescribed in Clause 18.
- (iii) Payment of sleepover allowance in accordance with the provision of clause 17.7

(b) Weekend excursions

Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

Weekend, public holiday penalties and allowances will apply to excursions and client holidays.

(c) Excursions and client holidays will generally be for a maximum period of 7 consecutive nights away, however by mutual agreement with an employee, may be longer if necessary in line with client needs.

(d) Where an employee is involved in an overnight excursion there will be a break between shifts of:

- i. 24 hours for 1 night away; or
- ii. 48 hours for 2 or more nights away

before a return to the normal roster after the excursion/holiday.

(e) An employee shall not be financially disadvantaged when participating in client holidays or excursions. Reasonable costs as per clause 12 will be planned and approved by agreement prior to the excursion or holiday and reimbursed to the employee.

18. OVERTIME

(a) Where an employee is required to work in excess of 38 hours per week, or in excess of an average of 38 hours per week as per clause 17.1 the employee shall:

(i) be paid for the first two (2) hours at the rate of ordinary time plus 50% and double time thereafter for overtime worked in relation to Monday to Saturday and double time for overtime worked in relation to Sunday; or

(ii) (by mutual agreement) be granted time off in lieu of overtime for a period of time equivalent to the time worked and a period of time equivalent to the overtime penalty incurred. The time off must be mutually agreed between the employer and the employee. Generally the time off should be granted within 3 months of working the overtime. If it has been agreed that the Employee will have time off in lieu, but the leave has not been able to be taken, then sub-clause (a)(i) will apply (i.e. the employee will be paid for the overtime).

(b) These extra rates in (a)(i) above will be in substitution for and not cumulative upon the shift loading prescribed in Clause 17.5 and 17.6.

(c) Rest period after overtime

(i) An employee who works so much overtime between the termination of their last previous rostered ordinary hours of duty and the commencement of work on the next day resulting in them not having had a minimum 10 consecutive hours off duty between those times will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary working time occurring during this absence.

(ii) If, on the instructions of the employer, the employee resumes or continues work without having had 10 hours off duty, the employee will be paid at the rate of double time until they are released from duty for such a period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. The provisions of this clause, shall not apply to a sleepover, which shall be governed by the provisions of Clause 17.3.

(d) Recall to work overtime

An employee who is recalled to work overtime after leaving the employer's premises will be paid for a minimum of two hours (2) work at the appropriate overtime rate for each occurrence. If the work required is completed in less than two hours the employee will be released from duty.

(e) Rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes for a meal after each four hours of overtime worked if required to continue work after the break. The employer will provide the meal referred to in this sub-clause to the employee free of charge. Where the employer is unable to provide such meals a meal allowance will be paid to the employee concerned.

(f) Consecutive periods of ordinary duty

Provided that any employee required to work more than six (6) consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until he or she has been given 24 hours off duty. For the purpose of this clause a period of work which includes a sleepover as described in clause 18.8 - Sleepover shall be deemed to be one consecutive period of duty.

19. MEAL BREAKS

(a) Each employee who works in excess of five (5) hours will be entitled to an unpaid meal break of not less than 30 minutes to be taken at a mutually agreed time after commencing work.

(b) Where an employee is required to remain available for work during the meal interval, the meal interval will be counted as time worked and paid at ordinary rates.

20. REST PERIODS

An employee is entitled to two (2) paid rest periods (tea break) of 10 minutes each during the course of the working day. Such tea break shall be counted as time worked.

PART 6 - LEAVE AND PUBLIC HOLIDAYS

21. LEAVE

21.1 ANNUAL LEAVE

(a) Amount of leave

(i) For each year of service with his or her employer, an employee, other than a casual employee, is entitled to four (4) weeks of paid annual leave at the ordinary rate of pay.

Annual leave shall accrue progressively throughout the year and part-time employees will be entitled to annual leave on a pro rata basis.

(ii) In addition to the entitlements specified in subclause (i), an employee who works for more than four ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues is entitled to an additional week of annual leave on the same terms and conditions.

(iii) In addition to the entitlements specified in subclause (i) and (ii), a Client Engagement Co-ordinator will accrue an additional week of an annual leave per annum upon completing 3 or more on call rosters.

(b) Taking paid annual leave

(i) Paid annual leave may be taken for a period agreed between an employee and his or her employer.

(ii) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

(iii) If requested the employer shall pay each employee in advance before commencement of the employee's annual leave her or his ordinary pay for the leave period plus the loading on annual leave as prescribed in (f) below.

(c) Annual Leave in Advance

An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

An agreement must:

- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
- (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

The employer must keep a copy of any agreement under this clause as an employee record.

If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under this clause, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

(d) Employee not taken to be on paid annual leave at certain times

(i) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

(ii) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, or a period of absence from employment in regard to community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

(e) Payment for annual leave

(i) If, in accordance with this Clause, an employee takes a period of paid annual leave, the employer must pay the employee at the employee's ordinary time rate of pay for the employee's ordinary hours of work in the period plus the applicable leave loading amount.

(ii) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

(f) Annual leave loading

In addition to the payments prescribed in (e) above an employee will be paid an annual leave loading of 17.5% of their ordinary rate of pay.

Shiftworkers, in addition to their ordinary pay, will be paid the higher of:

- (i) an annual leave loading of 17.5% of their ordinary rate of pay; or
- (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

(g) Employees with excessive leave balances

An employee who has an annual leave balance in excess of eight (8) weeks (or 10 weeks' paid annual leave for a shiftworker as defined by clause 17.5), following consultation and reasonable attempts to schedule leave, may be directed, with a minimum of eight (8) weeks' notice, to take annual leave.

The employer will not unreasonably refuse leave periods nominated by employees when fixing the time for the taking of such leave.

However, a direction under this clause is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks.

(h) Continuous Service

(i) For the purposes of this clause service shall be deemed to be continuous notwithstanding:

- 1. any paid leave taken therein;
- 2. any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
- 3. any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;
- 4. any absence on account of leave granted, imposed or agreed to by the employer;
- 5. any absence on any other account not involving termination of employment.

(ii) In calculating a year of employment any absence of a kind mentioned in (i)1. above, (i)2. above, or (i)3. above hereof shall be counted as part of the year of employment but in respect of absences of a kind mentioned in (i)4. above and (i)5. above hereof, it will be necessary for the employee as part of this qualification for annual leave to serve such additional period as equals the period of such absences.

(i) Illness During Annual Leave

If an employee becomes ill during annual leave for a period of three (3) consecutive days or more, on days on which that employee would normally have worked and immediately upon return to work after such leave provides a certificate from a medical practitioner or other registered health professional certifying that the employee was unfit for work and the days on which such employee claims to have been unfit, the number of days specified in the certificate may be debited to any personal leave

entitlements of the employee accrued at that time and re-credited to that employee's annual leave entitlements.

21.1.1 ENTITLEMENT TO CASH OUT ANNUAL LEAVE

Upon receipt of a written request by an Employee on each occasion, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.

- (a) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) Where an Employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- (c) The leave loading prescribed in this Agreement shall be paid on annual leave paid in lieu.
- (d) The employee must have taken at least one period of annual leave of 2 weeks or more in the preceding 12 months prior to the request for a cash out of annual leave.
- (e) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

21.2 PERSONAL LEAVE

(a) Personal Leave

Paid personal leave is available to an employee, when they are absent:

- (a) due to personal illness or injury; or
- (b) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer. An employee is entitled to the following amount of paid personal/ carers leave;

Disability Residential setting

(i) Entitlement

1. A full-time employee shall accrue paid personal/carer's leave as follows:

- up to 12 days in the first year of service;
- up to 14 days in the second, third and fourth years of service; and
- up to 21 days in the following years of service,

2. A part-time employee is entitled to personal leave on a pro-rata basis of the full-time employee's entitlement.

Child, Youth, Family and Disability Community setting and Client Engagement Coordinators

(i) Entitlement

1. A full-time employee of shall accrue paid personal/carer's leave as follows:

- (i) up to 10 days in the first year of service; and
- (ii) up to 12 days in the second and subsequent years.

2. A part-time employee is entitled to personal leave on a pro-rata basis of the full-time employee's entitlement.

(ii) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

(iii) An employee that is absent from work due to illness or injury on a day immediately before or immediately after a public holiday may be required to provide a medical certificate or statutory declaration indicating that the employee is unfit for duty.

(iv) All periods of sickness, other than before or after public holiday, shall be certified by a registered health practitioner, or where this is not reasonably practicable, by a statutory declaration. Notwithstanding this requirement an employee may take five (5) single day unevicenced absences per year. The employer may dispense with the requirements of evidence where, in the employer's opinion, the circumstances are such as not to warrant such requirement.

(v) Before taking personal leave for personal injury or sickness, an employee must as soon as practicable, or preferably within two (2) hours' before his/her next rostered starting time notify the employer. The notice must include:

- (a) the nature of the illness or injury (if known); and
- (b) how long the employee expects to be away from work.

If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

(vii) Personal leave entitlements which have not been taken at the completion of the year shall accumulate.

(viii) Personal leave which has accrued is not payable on termination of employment.

(b) Carers Leave

(i) An employee, other than a casual employee, with responsibilities in relation to a member of their immediate family, as defined in clause 5, or household who requires the employee's care or support because of a personal illness or injury affecting the member or there is an unexpected emergency affecting the member, shall be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement, provided for in clause (a), for such absences. Such leave may be taken for part of a single day.

(ii) The employee shall, if required, establish, either by production of a certificate from a registered health practitioner or statutory declaration, the illness/ injury of the person concerned (subject to privacy requirements) and that the illness/ injury is such as to require care by another person. In the case of unexpected emergency, the documentation must include the nature of the emergency that required the employee to take leave. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

(iii) The entitlement to use personal leave in accordance with this subclause is subject to:

- (1) The employee being responsible for the care of the person concerned; and
- (2) The person concerned being either:
 - A. a member of the employee's immediate family; or
 - B. a member of the employee's household.

(v) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(vi) An employee is entitled to use accumulated personal leave as paid personal leave to care for an immediate family or household member if the employee has used the current year's personal leave entitlement.

(c) Unpaid Leave for Family Purpose

Where an employee has exhausted all paid personal leave entitlements, he or she is entitled to take unpaid personal leave to provide care or support for members of his or her immediate family or household who are ill/ injured and require care or support or who require care or support due to an unexpected emergency. In the absence of agreement, the employee is entitled to take up to three (3) days of unpaid leave per occasion, provided the requirements of (b) (iv) and (v) is met.

(d) Casual Employees

Casual employees are entitled to not be available to attend work or to leave work: - to care for members of their immediate family or household who are ill/injured and require care and support or who require care due to an unexpected emergency; or
- the birth of a child; or
- upon the death of an immediate family or household member.

A casual employee is entitled to take up to three (3) days of unpaid personal/carers leave per occasion, provided the requirements of (b)(ii) and (iii) are met, to care for members of his or her immediate family or household who are ill/ injured and require care or support or who require care due to an unexpected emergency.

The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

21.3 PRENATAL CARER'S LEAVE

Where an employee requests to attend pre-natal appointments or parenting classes that are only available or can only be attended during the ordinary rostered shift of an employee, then the employee on production of satisfactory evidence to this effect may access his or her personal leave credit under this Agreement.

21.4 COMPASSIONATE LEAVE

(i) An employee is entitled to take up to three (3) days of paid compassionate leave, which need not be consecutive and may be taken as partial days, on each occasion of:

- (a) Death; or
- (b) Injury or illness that poses a serious threat to life, of a member of the employee's immediate family or household.

(ii) The employee must provide proof of death or of the serious injury or illness, where required to do so by the employer.

(iii) With the consent of the employer, which shall not be unreasonably withheld, an employee shall in addition be entitled to up to ten (10) working days unpaid bereavement leave in respect of the death within Australia or overseas of a relation to whom the clause applies.

(iv) This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

(v) A casual employee may be granted unpaid compassionate leave by agreement with the employer.

(vi) Any dispute as to the granting of unpaid bereavement leave shall be settled in accordance with Clause 9 Dispute Resolution.

21.5 PARENTAL LEAVE

Employees are entitled to parental leave in accordance with the provisions of the NES contained in the *Fair Work Act 2009*, as amended from time to time.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse/defacto partner is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

21.5.1 Definitions

- (i) For the purpose of this clause child means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 5 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse/defacto partner of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (ii) For the purposes of this clause, spouse includes a de facto partner, former spouse or former defacto partner.
- (iii) An "eligible casual employee" means a casual employee:
 - (a) employed by the employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

21.5.2 Basic Entitlement

- (i) Permanent and eligible employees who have, or will have, completed at least twelve months continuous service from when the leave is to be taken, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. A paid component of a continuous period of four (4) weeks maternity leave may be taken and a paid component of 2 weeks secondary carer/paternity leave may be taken. In the case of long adoption leave, a paid component of four (4) weeks leave is available to the primary care giver and a paid component of 2 weeks leave for the secondary care giver for short adoption leave. An employee who does not satisfy the qualifying service requirement for the paid components of leave, or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.
- (ii) Subject to 21.5.4 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (a) in the case of two weeks paid secondary carer/paternity leave an employee shall be entitled to a total of ten (10) days (which need not be taken consecutively) which may be commenced 1 week prior to the expected date of birth, and
 - (b) in the case of short adoption leave for the secondary care giver, two weeks paid leave and up to 2 weeks unpaid leave which may be commenced at the time of placement.
- (iii) An employee may take double the period of paid parental leave at half his or her ordinary rate of pay.
- (iv) Paid parental leave entitlements outlined in this clause are in addition to the payments available under the Commonwealth Paid Parental Leave Scheme. Employees can take their

Commonwealth Paid Parental Leave Payment before, during or after any paid or unpaid parental leave or other employer funded leave entitlements such as annual leave or long service leave.

- (v) If one of the employees takes a period (of unpaid parental leave in accordance with paragraph (iii)), the other employee may take a period of unpaid parental leave (the **concurrent leave**) during the first employee's period of leave, if the concurrent leave complies with the following requirements:
 - (a) the concurrent leave must not be longer than 8 weeks in total;
 - (b) the concurrent leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than 2 weeks;
 - (c) unless the employer agrees, the concurrent leave must not start before:
 - (i) if the leave is birth-related leave—the date of birth of the child; or
 - (ii) if the leave is adoption-related leave—the day of placement of the child.

21.5.3 Maternity/Primary Caregiver Leave

- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - (b) of the date on which the employee proposes to commence maternity/primary caregiver leave and the period of leave to be taken - at least four weeks.
- (ii) When the employee gives notice under 21.5.3(a) hereof the employee must also provide a statutory declaration stating particulars of any period of secondary caregiver/paternity leave sought or taken by her or his spouse/defacto partner and that for the period of maternity/primary caregiver leave she/he will not engage in any conduct inconsistent with her/his contract of employment.
- (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (iv) Subject to 21.5.2 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 21.5.12 (ii), an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties. The employer may require the employee to start parental leave if the employee:
 - (a) does not give the employer the requested certificate within 7 days after the request; or,
 - (b) within 7 days after the request for the certificate, gives the employer a medical certificate stating that the employee is unfit to work.

21.5.4 Special Maternity Leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates within 28 weeks before the expected date of birth, other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- (c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse/defacto partner, may not exceed 52 weeks.

21.5.5 Secondary Caregiver/Paternity leave

- (i) An employee will provide to the employer at least ten weeks prior to each proposed period of secondary caregiver/paternity leave, with:
 - (a) a certificate from a registered medical practitioner which names her/his spouse/defacto partner, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
 - (b) written notification of the dates on which she/he proposes to start and finish the period of secondary caregiver/paternity leave; and
 - (c) a statutory declaration stating:
 - (i) except in relation to leave taken simultaneously with the child's mother under clause 21.5.2 (ii)(a), that she/he will take the period of secondary caregiver/paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity/primary caregiver leave sought or taken by her/his spouse/defacto partner; and
 - (iii) that for the period of secondary caregiver/paternity leave she/he will not engage in any conduct inconsistent with her/his contract of employment.
- (ii) The employee will not be in breach of 21.5.5 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

21.5.6 Adoption Leave

- (i) The employee shall be required to provide the Employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- (ii) The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- (iii) The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:

 - (a) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or
 - (b) Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- (iv) As a general rule, the employee must make application for leave to the Employer at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (v) Before commencing adoption leave, an employee will provide the Employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:

 - (a) that the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.
 - (b) except in relation to leave taken simultaneously with the child’s other adoptive parent under clause 21.5.2 (ii)(a), that the employee is seeking adoption leave to become the primary care-giver of the child;
 - (c) particulars of any period of adoption leave sought or taken by the employee’s spouse/defacto partner; and
 - (d) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (vi) An employee must provide the Employer with confirmation from the adoption agency of the start of the placement.
- (vii) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the employee’s return to work.

(viii) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse/defacto partner, or other compelling circumstances.

(ix) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the Employer may require the employee to take such leave instead.

21.5.7 Variation of Period of Parental Leave

Unless agreed otherwise between the employer and employee, where an employee takes leave under this clause an employee may apply to their employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

21.5.8 Parental Leave and Other Entitlements

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.

21.5.9 Transfer to a Safe Job

(i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will be transferred to an appropriate safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave.

(ii) If there is no appropriate safe job available, then the employee may be entitled to paid no safe job leave under clause 21.5.10 or unpaid no safe job leave under 21.5.11

An **appropriate safe job** is a safe job that has:

- (a) the same ordinary hours of work as the employee's present position; or
- (b) a different number of ordinary hours agreed to by the employee.

If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

If the employee's pregnancy ends before the end of the risk period, the *risk period* ends when the pregnancy ends.

21.5.10 Paid no safe job leave

- (i) If there is no appropriate safe job available and the employee is entitled to unpaid parental leave and has complied with the notice and evidence requirements for taking unpaid parental leave, then the employee is entitled to paid no safe job leave for the risk period.
- (ii) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.
- (iii) The employer may ask an employee to provide a further medical certificate stating whether the employee is fit for work, if an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child
- (iv) The employer may require an employee to take unpaid parental leave if:
 - (a) the employee does not give the employer the requested certificate within 7 days after the request; or
 - (b) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.
- (v) The entitlement to paid no safe job leave ends when the parental leave period starts.

21.5.11 Unpaid no safe job leave

- (i) If there is no appropriate safe job available; and
 - (a) the employee is not entitled to unpaid parental leave; and
 - (b) if required by the employer—the employee has given the employer evidence that would satisfy a reasonable person of the pregnancy;then the employee is entitled to unpaid no safe job leave for the risk period.
- (ii) Without limiting sub clause (i), an employer may require the evidence referred to be a medical certificate.

21.5.12 Returning to Work after a Period of Parental Leave

- (i) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (ii) Subject to clause 21.5.12 (iii) an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a

safe job pursuant to 21.5.9 hereof, the employee will be entitled to return to the position they held immediately before such transfer.

- (iii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

21.5.13 Replacement Employees

- (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (ii) Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

21.5.14 Extending period of unpaid parental leave

- (i) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period.
- (ii) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.
- (iii) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- (iv) The employer may refuse the request only on reasonable business grounds.
- (v) If the employer refuses the request, the written response must include details of the reasons for the refusal.
- (vi) An employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

21.5.15 Keeping in touch days

- (i) If the employee performs work for the employer on a keeping in touch day while he or she is taking unpaid parental leave, the performance of that work does not break the continuity of the period of unpaid parental leave.
- (ii) A day on which the employee performs work for the employer during the period of leave is a **keeping in touch day** if:

(a) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and

(b) both the employee and the employer consent to the employee performing work for the employer on that day; and

(c) the day is not within 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or otherwise—42 days after the date of birth, or day of placement, of the child; and

(d) the employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.

The employer will be obliged to pay the employee under the agreement for performing work on a keeping in touch day.

21.6 EMERGENCY LEAVE

(a) The organisation, at its discretion, may grant paid or unpaid leave in special circumstances up to a maximum of ten (10) days per annum. This leave is noncumulative and pro rata for part time staff and may be accessed once personal leave has been exhausted. Special circumstances will be assessed on a case by case basis and may include extra leave for staff experiencing impacts of trauma, drug and alcohol or mental health issues.

(b) Where such leave is required:

(i) the employee must give as much notice as possible for the leave prior to the date on which the employee intends to take the leave; and

(ii) an employee may be required to provide proof of the special circumstances in the form of a statutory declaration or other means of proof approved by the organisation.

Requests for such leave will only be denied on reasonable operational requirements. Where leave is denied the employer shall provide detailed reasons in writing.

21.7 FAMILY VIOLENCE LEAVE

(a) The organisation recognises that employees sometimes face situations of violence or abuse in their personal lives that may affect their performance or attendance at work. As such the organisation is committed to supporting employees as warranted by individual circumstances.

(b) The organisation acknowledges the definition of family violence in the *Family Violence Protection Act 2008 (VIC)*. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member. For the purposes of this clause a family member is considered to be either:

A. a member of the employee's immediate family; or

B. a member of the employee's household.

The term immediate family includes:

(i) a spouse (including a former spouse, a de facto partner and a former de facto partner) of the employee. A de facto partner means a person who lives with the employee on a bona fide domestic basis, regardless of gender; and

(ii) a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee;

(iii) a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the spouse or partner of the employee.

- (c) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- (d) All personal information concerning family violence will be kept confidential.
- (e) An employee experiencing family violence will have access to up to 10 days per annum of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave is not cumulative and is pro rata for part time staff.
- (f) In order to provide support to an employee experiencing family violence and to provide a safe work environment for all employees, the organisation will consider any reasonable request from an employee for:
- a) changes to their span of hours or pattern or hours and/or shift pattern
 - b) changes to duties
 - c) relocation
 - d) changes to e-mail or phone number as required
 - e) additional support under any of the organisation's existing programs such as the Employee Assistance Program
- (g) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.

21.8 COMMUNITY SERVICE LEAVE

Community service leave is set out in the National Employment Standards. Community service leave includes emergency services management leave.

21.9 JURY SERVICE

(a) An employee required to attend for Jury Service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such Jury Service and the amount that the employee would have received in respect of ordinary time he or she would have worked had he or she not been on Jury Service.

(b) An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for Jury Service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

21.10 CEREMONIAL LEAVE

An employee who is required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes or NAIDOC week events will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer. The employer will consider requests for further unpaid leave. Requests for such leave will only be denied on reasonable business grounds.

22. LONG SERVICE LEAVE

All employees shall be entitled to long service leave in accordance with the *Long Service Leave Act 1992* (Victoria). Further the following provisions shall apply for the staff as identified:

22.1 Disability Residential setting

A full or a part time Direct Support Worker, Advanced Direct Support Worker or Team Leader shall have the following entitlement to long service leave:

- (i) on the completion by the employee of ten years continuous service, 4 months long service leave and thereafter an additional 2 months long service leave on the completion of each additional five year's service.
- (ii) In addition, in the case of an employee who has completed more than (10) year's service and whose employment is terminated otherwise than by death of the employee, an amount of long service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under 22.2(i).
- (iii) If an employee has completed at least 7, but less than 10, years of continuous employment with one employer, the employee is entitled to an amount of long service leave to 1/60th of the period of his or her continuous employment.

22.2 Casual Employees

- (i) A casual employee will be eligible for long service leave as per provisions applicable to a full time or part-time position, with the amount of long service leave entitlement based on the average of hours worked over the period of service leading up to the time of eligibility, and providing that the employee's service has been continuous during this period, the accrual rate will be 1/60th of the time worked.
- (ii) For the purpose of this clause, service will be considered continuous provided the employee has worked without a continuous break of more than three months during the eligible period of service.
- (iii) Where an employee moves from a casual position to a full time or part time position, continuous service as a casual employee will be counted as service towards the accrual of long service leave, with the

amount of accrual based on the average of hours worked over the period of service being credited. For the purposes of this clause, service will be considered provided the employee has worked without a continuous break of more than three months during the eligible period of service, unless otherwise agreed between the employer and the employee.

22.3 Service entitling to leave

For the purposes of this Clause the meaning of service and continuous service shall be in accordance with sections 62, 62A and 63 *Long Service Leave Act 1992* (Vic).

- (i) Subject to this subclause service shall also include all periods during which an employee was serving in Australian Defence Force or was made available by the employer for National Duty and eligible community service leave as per the *Fair Work Act 2009* (Cth)
- (ii) For the purposes of this clause service shall be deemed to be continuous notwithstanding:
 1. any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under Clause 32 Accident Makeup Pay.
 2. any absence from work of an employee for a period not exceeding twelve months in respect of any pregnancy or adoption.
 3. any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of his/her employment not covered by 22.4 (ii) above of this subclause.

22.4 The employer shall keep or cause to be kept a long service record for each employee, containing particulars of service, leave taken and payments made.

22.5 Payment in Lieu of Long Service Leave on the Death of an Employee

Where an employee who has completed at least ten years' service dies while still in the employment of the employer the employer shall pay to such employee's personal representative a sum equal to the pay of such employee for 1/30th of the period of the employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the employee.

22.6 Taking of leave

- (i) If the employer and an employee so agree, long service leave to which an employee becomes entitled under this agreement, may be taken in two or three separate periods with a minimum period of 4 weeks in any one period.
- (ii) Notwithstanding (i) above and/or the *Long Service Leave Act 1992* (Vic), upon approval from the Employer, the employee may also be granted long service leave in periods of one day or more.

22.7 Varying Hours

Where an employee (whether employed on a full-time, part-time or casual basis) has worked varying hours during the period of service leading up to eligibility for long service leave, the quantum of hours of long service leave entitlement will be based on the average of the hours worked over that period.

22.8 Definitions

For the purposes of this clause the following definitions apply:

"Pay" means remuneration the employee would have received if not for being on long service leave as outlined, or if the employee dies before the completion of leave; and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

22.9 The employer will write to employees regarding their Long Service Leave accrual or entitlement when they reach 7 years of service, at 10 years of service and then every 5 years thereafter.

23. PUBLIC HOLIDAYS

23.1 An employee shall be entitled to holidays without loss of pay on the following days:

(i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

(ii) The following days, as prescribed in the State of Victoria, Australia Day, Anzac Day, Queen's Birthday, Eight Hours Day or Labour Day; and

(iii) Melbourne Cup day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality; and

(iv) Such other days as are declared and prescribed as Public Holidays in the State of Victoria.

23.2 Holidays in lieu

(i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

(ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

(iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

23.3 Substitution of public holidays by agreement at the enterprise

(i) An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected employees shall constitute agreement.

(ii) An agreement shall be recorded in writing and be available to every affected employee.

23.4 Payment for time worked on a public holiday

(i) Any employee required to work on a public holiday will be paid double time and a half for all time worked. Payments under this clause are instead of any additional rate for shift or weekend

work which would otherwise be payable had the shift not been a Public Holiday.

(ii) An employee who is not ordinarily required to work on the day of the week on which a public holiday is observed shall not be entitled to any benefit for such a public holiday, unless they are required to work on a public holiday.

(iii) Where an employee's accrued day off falls on a public holiday prescribed by this agreement another day as mutually agreed shall be taken in lieu thereof, such day to be agreed within the same four week cycle where practical.

(iv) Where a declared or substitute public holiday differs from the public holiday the employee may elect on which day they receive the public holiday rate of pay.

(v) When Christmas Day falls on a Saturday or Sunday employees required to work on Christmas Day will be paid double time and half instead of any other penalties/allowances payable for the hours worked.

PART 7 - OTHER MATTERS

24. LEARNING AND PROFESSIONAL DEVELOPMENT

The parties recognise that a skilled and highly valued workforce with career opportunities provides the fundamental basis for the delivery of quality client focused outcomes. Training will be available to all employees, including regular and systematic casual employees, and as discussed and agreed with the staff member's direct line manager.

This agreement provides for the following:

(a) Mandatory Training

Mandatory Training will be provided to all employees. Employees will be paid to attend mandatory training. This training will include:

- Medication Administration
- Manual Handling
- First Aid training
- Introduction to Person Centred Active Support or Positive Behaviour support

Further mandatory training requirements may exist dependant on job role and location.

In addition to mandatory training all employees covered by this agreement will be entitled to professional development training which is related and appropriate to the employees' work responsibilities and overall development. Approval must not be unreasonably denied.

(b) Backfill and Travel to and from Mandatory Training

- (i) Employees in regional areas will not be required to travel for more than 60 minutes or 100 kilometres to attend mandatory training. If training is not provided within a 60 minute travel period or 100 kilometre radius the employer will arrange for mandatory training to occur at the

next nearest regional/city centre. The employer will provide all accommodation, mileage, meal and reimburse sundry expenses to employees where approved overnight travel is required so that the employee will not suffer any financial disadvantage by attending mandatory training.

- (ii) If an employee is required to travel more than 60 minutes or 100 kilometres and the employee and employer agree that, having regard to all matters including health and safety considerations, the employee can travel to and from the training venue without having to stay overnight the employer will pay to the employee mileage for the travel and reimburse the employee any costs the employee incurs to attend the training so that the employee does not suffer any financial disadvantage.
- (iii) Appropriate backfill will be provided to assist and encourage Employees to undertake relevant training.
- (iv) Shifts will be approved for backfilling where there is less than one hour break between the end of a shift and the start of the scheduled training.

(c) Induction Training

All employees will participate in a general Orientation and Induction programme specific to their work responsibilities. In addition all training will include

- Face to face programs
- On line competency based assessments
- Site specific induction programs

(d) Shadow shifts

Each new employee, excluding regular and systematic casual employees who have worked consistently at an allocated workplace, will undertake shadow shifts as part of their induction. These shifts will be rostered so as to induct the new employee into all facets of support work including observation of management of clients in the workplace. The provisions of this agreement shall apply for the purpose of all conditions on these shifts. An employee may request additional shadow shifts which the employer will duly consider.

(e) Certificate IV Training

The employer shall assist each employee who does not hold relevant qualifications to obtain Certificate IV qualifications, such as providing access to traineeships in Disability and Child, Youth & Family as funded by the organisation. The organisation will assist employees to complete Advanced Diplomas in a relevant field of study through a scholarship of up to \$1000 (increased by CPI for each year of this agreement). Any assistance shall be subject to an approval process.

(f) Study Leave

All permanent employees and regular long-term casual employees (on a pro-rata basis) will have the opportunity to apply for paid study leave for up to 5 days per year for study in relevant qualifications. This leave is not available for study relating to base qualifications of the relevant position. This leave will be paid at 'ordinary time' rate of pay and for clarity does not include penalties or allowances.

(g) Professional Development and Support and Individual Training Plans

All permanent employees should have an individual training and development plan produced which will be reviewed and updated as part of the ongoing professional support arrangement.

(h) **Specific training commitment for casual Employees**

All casuals will be provided with training that will ensure that they have a broad range of core skills related to the specific needs of clients that they are required to support.

25. DELEGATES' RIGHTS AND PROVISION OF INFORMATION IN THE WORKPLACE

25.1 Union Representatives/Delegates Rights - General Provisions

The parties agree that the following rights shall be provided by The Tipping Foundation to Union workplace representatives/delegates to provide a basis for enhanced participation in workplace consultation and dispute resolution.

The position of Union representative/delegate is recognised as a proper representative of members in the workplace. The Tipping Foundation will respond professionally and promptly to all issues raised by the union or union delegate/s.

The employment circumstances of a union representative/delegate shall not be changed or otherwise discriminated against by reason that he/she is or has been a representative or has performed any functions to assist in the resolution of employee grievances.

25.2 Facilities

Union representatives/delegates will be provided by the Employer with:

- (i) reasonable access to a private room to meet with individual members and perform union business including, with prior notice, access to facilities and reasonable time release to consult with co delegates and members on a day-to-day basis.
- (ii) Reasonable access to basic communication and information resources including telephone, fax, email, Internet, photocopier and stationery.

25.3 Provision of Information in the Workplace

Union representatives/delegates will be provided by the Employer with the opportunity to address new Employees as part of their formal orientation/induction to the workplace

The Tipping Foundation will provide a noticeboard in the sleep over room and office locations for the display of employee related notices including union information. The Tipping Foundation will provide reasonable access to communication devices for employees to communicate with their union/delegates.

The Tipping Foundation will provide access to this agreement and any other relevant material through the employer's intranet system which all employees have access to.

25.4 Trade Union Training Leave

A total of ten (10) union representatives will be entitled to access 4 days paid trade union training leave in any one financial year subject to application and approval by the employer which must not be unreasonably withheld. This includes attendance at the annual Delegates Conference and other forums as agreed

26. POLICE CHECKS

Police checks are required for all new employees and for existing staff every three years. The employee will pay for the full cost of the police check on commencement. The employer will pay for the full cost of the police check renewal for existing staff every three years.

27. OCCUPATIONAL HEALTH AND SAFETY

27.1 This Agreement acknowledges and supports the rights of Employees to work in an environment, which is, safe and without risks to health. The Tipping Foundation is committed to creating a strong safety culture by:

- Complying with the provisions of the *Occupational Health and Safety Act 2004 (Vic)*, including Regulations and Codes of Practice.
- Management of occupational health and safety through a comprehensive approach which aims to control hazards at the workplace, reduce the incidence and costs of occupational injuries and illnesses.
- Respecting employees' right to be safe at work
- Acting with integrity when addressing health and safety matters.
- Empowering line managers to take action to enable employees to work safely.
- Enabling open communication on health and safety matters.
- Using safety management systems to continually learn and improve service delivery

27.2 Consultation and Representation

The OH&S Committees shall meet regularly and will facilitate consultation between the employer and employees on health and safety issues including the development, implementation and review of OH&S policy and procedures, identifying hazards and risks, analysis of the injury/incident trends including occupational assault and workers' compensation performance and review of accident/dangerous occurrence reports together with reports on preventative action taken.

A Designated Work Group (DSW) is a negotiated and agreed grouping of employees who share similar workplace health and safety concerns and conditions. It may be made up of employees in one or more workplaces. The parties shall work cooperatively to ensure that DWGs are established and maintained and that elections of OH&S representatives are conducted in a timely manner.

- Elections for Health and Safety Representatives will be conducted in accordance with the OHS Act and/or Regulations.
- The Employer will post and maintain current in each workplace the names and contact details, including email of each elected Health and Safety Representatives for DWG's. Such circular shall be required to be posted on a notice board for the regular attention of all Employees working in the workplace.
- Each elected Health and Safety Representative will be provided with access to facilities such as telephone, fax, office and computer and internet access and reasonable time release or paid time (including time in lieu) to attend to their functions as a Health and Safety Representative, including but not limited to inspecting workplace, consulting with Employees in their DWG's, OH&S representatives and other persons involved in the organising of Employees health, safety and welfare. Reimbursement

for reasonable travel in excess of 60 minutes or 100 kilometres will be provided in relation to the above activities.

- All duly elected OHS representatives shall be allowed to attend training so that OHS representatives are kept abreast and fully informed in the provision and maintenance of the highest possible OHS standards.

28. SUPERVISION

All employees will be provided with regular, professional and appropriate supervision. Supervision is provided by a senior worker, who may be the line manager, of the same service stream or another person as otherwise agreed. The focus is supportive assistance and professional development.

The primary purpose and functions of such supervision will be to:

- 1) Assist the employee identify individual skills and training needs that enhances competency and career development.
- 2) Assist the Employee with the correct, effective and appropriate implementation of policies and procedures.
- 3) Assist the Employee to further develop their knowledge and skills through reflection on practice and identification and planning for meeting the Employee's learning needs.
- 4) Assist the Employee to manage workforce demands and stresses to ensure the Employee is able to continue effectively and safely to do their work.
- 5) Inform the Employees about how their work contributes to the goals of the Employer and provide the employee with regular feedback on how they are going.

Supervision will generally be face to face in an appropriate setting, separate from other direct client activities. This may include planned sessions using electronic/telecommunication media in remote locations. Employees participate in Supervision in paid time. Supervision sessions will not be used for disciplinary matters or to implement punitive outcomes.

29. ACCIDENT PAY

29.1 The Employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.

29.2 Definitions

For the purposes of this clause, the following definitions shall apply:

29.2.1 Act means the *Workplace Injury, Rehabilitation and Compensation Act 2013* as amended from time to time.

29.2.2 Injury means any physical or mental injury within the meaning of the Act, and no injury shall give rise to an entitlement to accident pay under this clause unless an entitlement exists under the Act.

29.2.3 Accident pay means:

(a) Total Incapacity

Where an employee is or is determined to be totally incapacitated within the meaning of the Act, the term **accident pay** means a weekly payment of an amount representing the difference between:

- (i) the total amount of compensation, including allowances, paid to the employee during the period of incapacity under the Act for the week; and
- (ii) the total weekly Agreement rate, being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties;

provided that in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the Employer shall not be taken into account.

(b) Partial Incapacity

Where an employee is partially incapacitated within the meaning of the Act, the term "accident pay" means a weekly payment of amount representing the difference between:

- (i) the total amount of compensation paid to the employee during the period of incapacity under the Act for the week together with the average weekly amount they are earning;
- (ii) the total weekly Agreement rate, as varied from time to time, and any weekly over Agreement payment being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties;

provided that in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the Employer shall not be taken into account.

29.3 Payment for Part of a Week

Where an employee is incapacitated, either totally or partially, for part of a week, such an employee shall receive pro rata accident pay for that part of the week.

29.4 Qualifications for Payment

Subject to the terms of this clause, an employee covered by this Agreement shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the Act, be paid accident pay by their Employer who is liable to pay compensation under the Act, which liability may be discharged by another person on behalf of the Employer, provided that:

- 29.4.1** Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to

29.4.3 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.

- 29.4.2** Accident pay shall only be payable to an employee whilst that employee remains in the employment of the employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Act. Provided that if an employee who is partially incapacitated cannot obtain suitable employment from their Employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.
- (a) Provided further that in the case of the termination by an Employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.
- (b) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the Employer of the continuing payment of weekly payments of compensation.
- 29.4.3** Subject to this clause, accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
- 29.4.4** In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- 29.4.5** On engagement, an employee may be required to declare all workers compensation and/or accident claims made under the Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared the Employer may require the employee to forfeit their entitlement to accident pay under this Agreement.

29.5 Maximum Period of Payment

The maximum period or aggregate period of accident pay to be made by the Employer shall be a total of 39 weeks for any one injury as defined in clause 29.2.

29.6 Absences on Other than Paid Leave

An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance with the appropriate Agreement provisions.

29.7 Notice of Injury

Following an injury for which they claim to be entitled to receive accident pay, an employee shall give notice in writing of the injury to their Employer as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.

29.8 Medical Examination

- 29.8.1** In order to receive an entitlement to accident pay an employee shall meet the requirements of the Act for attending medical examinations.
- 29.8.2** Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the Employer, and is refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

29.9 Cessation or Redemption of Weekly Payments

Where there is a cessation or redemption of weekly compensation payments under the Act, the Employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

29.10 Civil Damages

- 29.10.1** An employee receiving or who has received accident pay shall advise their Employer of any action they may institute or any claim they make for damages. Further, the employee shall, if requested, provide an authority to the Employer entitling it to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- 29.10.2** Where an employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the employee shall pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- 29.10.3** Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which he or she has received accident pay, the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the employee shall pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

29.11 Insurance against Liability

Nothing in this Agreement shall require the Employer to insure against liability for accident pay.

29.12 Variations in Compensation Rates

Any changes in compensation rates under this Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

29.13 Death of an Employee

All rights to accident pay shall cease on the death of an employee.

29.14 Commencement

This clause shall only apply in respect of incapacity arising from any injury occurring or recurring on or after 3 March 1975.

30. NO EXTRA CLAIMS

30.1 This Agreement comprehensively covers the terms and conditions of employment of the employees. No extra claims in respect of any employment matter will be pursued during the life of this Agreement.

30.2 The Employer and the Unions agree to commence discussions no later than four months prior to the nominal expiry of this agreement. Clause 30.1 does not prevent a party from making a claim/s during the four month period prior to the nominal expiry date of this agreement.

31. SAVINGS CLAUSE

Nothing in this Agreement will diminish any entitlement which Employees covered by this Agreement had immediately prior to this Agreement coming into effect, except where expressly varied by this Agreement.

SIGNATORIES

Signed for and on behalf of the Employer, The Tipping Foundation:

Signature:



Name & Title: Graeme Kelly, Chief Executive Officer

26/5/17

Address: 1036 Dandenong Road, Carnegie, VIC, 3163

Signed for and on behalf of the Employees (may be Employee or Union Representative):

Signature:

Name & Title: Lloyd Williams, Secretary, Health and Community Services Union (HACSU)
(Name of Union Representative)

Address: 7 Grattan Street, Carlton, VIC, 3053

Signature:

Name & Title: Michelle Jackson, Executive President, Australian Services Union (ASU)
(Name of Union Representative)

Address: 116 Queensberry Street, Carlton South, VIC, 3053

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Address: 7 Grattan Street, Carlton, VIC, 3053

Signature:



RICHARD DUFFY, SECRETARY

Name & Title: ~~Michelle Jackson, Executive President~~, Australian Services Union (ASU)
(Name of Union Representative)

Address: 116 Queensberry Street, Carlton South, VIC, 3053

5/6/17

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(Name of Union Representative)

Address: 7 Grattan Street, Carlton, VIC, 3053

Signature:

Name & Title: Michelle Jackson, Executive President, Australian Services Union (ASU)
(Name of Union Representative)

Address: 116 Queensberry Street, Carlton South, VIC, 3053

SCHEDULE A - WAGES TABLE - DISABILITY RESIDENTIAL

This Schedule sets out the translation from classifications under the E.W.Tipping Residential/Support Services Agreement 2007 to classifications aligned with the Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS), and the minimum full time weekly rates of pay for employees in accordance with Clause 11.

These rates will increase from the first full pay period (FFP) on or after the relevant date in accordance with the wage rises stipulated in Clause 11 of the agreement throughout the life of the agreement. The minimum increases for 2017 are shown and future increases will apply subject to the outcome of the annual wage review by Fair Work Commission each year.

Residential and Support Services (Victoria) Award 1999	Social, Community, Home Care and Disability Services Industry (SCHADS) Award 2010	TTF & Vista EBA 2017	March 2017	FFP 01 July 2017
Grade 1	1.1	1.1	\$19.25	\$19.78
	1.2	1.2	\$19.90	\$20.45
	1.3	1.3	\$20.61	\$21.18
Grade 2, 3 & 4 2.1,3.1 2.2, 3.2, 4.1 2.3, 3.3, 4.2 4.3		Level		
	2.1	2.1	\$23.25	\$23.89
	2.2	2.2	\$23.97	\$24.63
	2.3	2.3	\$24.70	\$25.38
	2.4	2.4	\$25.36	\$26.06
		2.5 Advanced DSW – Disability Residential only	\$26.09 (payrate equivalent to 3.1)	\$26.81
Grade 5 -Team Leader 5.1 5.2 5.3		Level		
	3.1	3.1	\$26.09	\$26.81
	3.2	3.2	\$26.59	\$27.33
	3.3	3.3	\$27.04	\$27.79
	3.4	3.4	\$27.60	\$28.36
Grade 5 -Coordinator 5.1 5.2 5.3		Level		
	4.1	4.1	\$29.16	\$29.97
	4.2	4.2	\$29.92	\$30.75
	4.3	4.3	\$30.69	\$31.54
	4.4	4.4	\$31.38	\$32.25

WAGES TABLE – DISABILITY COMMUNITY

This Schedule sets out the translation from classifications under the Victorian Person Centred Services (Vista) Agreement 2007 to classifications aligned with the Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS), and the minimum full time weekly rates of pay for employees in accordance with Clause 11.

These rates will increase from the first full pay period (FFP) on or after the relevant date in accordance with the wage rises stipulated in Clause 11 of the agreement throughout the life of the agreement. The minimum increases for 2017 are shown and future increases will apply subject to the outcome of the annual wage review by Fair Work Commission each year.

Attendant Care – Victoria Award 2004	Social, Community, Home Care and Disability Services Industry (SCHADS) Award 2010	TTF & Vista EBA 2017	March 2017	FFP 01 July 2017
Grade 1		Level		
1.1	1.1	1.1	\$20.69	\$21.26
1.2	1.2	1.2	\$21.08	\$21.66
	1.3	1.3	\$21.47	\$22.06
Grade 2		Level		
2.1	2.1	2.1	\$23.51	\$24.16
2.2	2.2	2.2	\$24.13	\$24.80
2.3	2.3	2.3	\$24.74	\$25.42
	2.4	2.4	\$25.36	\$26.06
Grade 3		Level		
3.1	3.1	3.1	\$25.87	\$26.59
3.2	3.2	3.2	\$27.08	\$27.83
3.3	3.3	3.3	\$28.33	\$29.11
	3.4	3.4	\$28.33	\$29.11

WAGES TABLE – CHILD, YOUTH AND FAMILY

This Schedule sets out the translation from classifications under the Victorian Person Centred Services (Vista) Agreement 2007 to classifications aligned with the Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS), and the minimum full time weekly rates of pay for employees in accordance with Clause 11.

These rates will increase from the first full pay period (FFP) on or after the relevant date in accordance with the wage rises stipulated in Clause 11 of the agreement throughout the life of the agreement. The minimum increases for 2017 are shown and future increases will apply subject to the outcome of the annual wage review by Fair Work Commission each year.

Social and Community Services (Victoria) Award – Youth Workers	Social, Community, Home Care and Disability Services Industry (SCHADS) Award 2010	TTF & Vista EBA 2017	March 2017	FFP 01 July 2017
Class I (Unqualified)		Level		
2.1	2.1	2.1	\$23.51	\$24.16
2.2	2.2	2.2	\$24.12	\$24.79
2.3	2.3	2.3	\$24.74	\$25.42
2.4	2.4	2.4	\$25.36	\$26.06
2.5				
2.6				
2.7				
Class I (Qualified)		Level		
3.1	3.1	3.1	\$25.87	\$26.59
3.2	3.2	3.2	\$27.08	\$27.83
3.3	3.3 (3 yr degree)	3.3	\$28.33	\$29.11
3.4	3.4 (4 yr degree)	3.4	\$28.33	\$29.11
3.5	3.4 (4 yr degree)	3.4	\$28.33	\$29.11
3.6	3.4 (4 yr degree)	3.4	\$28.33	\$29.11
3.7	3.4 (4 yr degree)	3.4	\$28.36	\$29.14

SCHEDULE B– CLASSIFICATIONS (SCHADS) – CHILD, YOUTH, FAMILY EMPLOYEES

Classification mapping and progression criteria

Progression between increment points within each classification level shall be on the completion of each one (1) years’ service at that Level (from date of anniversary).

Level		Description	Progression criteria
Level 1	1.1	Entry level No qualification or industry experience	Progress to next pay point upon completion of each one (1) years’ service at that Level.
	1.2	No qualification 12 months industry experience	
	1.3	No qualification At least 2 years industry experience	Progress to Level 2 upon completion of one year’s service at Level 1.3 and completion of a non relevant Certificate II or III or diploma.
Level 2	2.1	No qualification At least 3 years industry experience Entry point non relevant Certificate II or III or Diploma	Progress to next pay point upon completion of each one (1) years’ service at that level.
	2.2	Next increment from 2.1 Entry point Certificate IV without industry experience or Diploma relevant to work to be performed without industry experience.	Certificate and Diploma holder progress to Level 2.2 upon completion of one year’s service at Level 2.1 and completion of a Certificate IV or diploma relevant to work to be performed.
	2.3	Increment	
	2.4	Increment	
Level 3	3.1	Team Leader entry point	Progress to Level 3 will be upon appointment to Team Leader
	3.2	Increment	
	3.3	Increment	
	3.4	Increment	Progress to next pay point upon completion of each one (1) years’ service at that level.

Classification definitions

B.1 Social and community services employee level 1

B.1.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees’ duties at this level will be closely monitored with instruction and assistance being readily available.

- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- (g) At this level, employers are expected to offer substantial internal and/or external training.

B.1.2 Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

- (a) undertake routine activities of a clerical and/or support nature;
- (b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (c) provide routine information including general reception and telephonist duties;
- (d) provide general stenographic duties;
- (e) apply established practices and procedures;
- (f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- (g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- (h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

The minimum rate of pay for employees engaged in responsibilities which are prescribed by (h) is pay point 2.

B.1.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) Skills, knowledge, experience, qualifications and/or training
 - (i) developing knowledge of the workplace function and operation;
 - (ii) basic knowledge of administrative practices and procedures relevant to the workplace;
 - (iii) a developing knowledge of work practices and policies of the relevant work area;

- (iv) basic numeracy, written and verbal communication skills relevant to the work area;
- (v) at this level employers are required to offer substantial on-the-job training.
- (b) Organisational relationships
- (c) Work under direct supervision.
- (d) Extent of authority
 - (i) Work outcomes are clearly monitored.
 - (ii) Freedom to act is limited by standards and procedures.
 - (iii) Solutions to problems are found in established procedures and instructions with assistance readily available.
 - (iv) Project completion according to instructions and established procedures.
 - (v) No scope for interpretation.
- (e) Progression

An employee primarily engaged in responsibilities which are prescribed by (g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

B.2 Social and community services employee level 2

B.2.2 Characteristics of the level

- (a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.

- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

B.2.3 Responsibilities

A position at this level may include some of the following:

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;
- (j) assist with administrative functions;
- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause 0.

B.2.4 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) Skills, knowledge, experience, qualification and/or training

- (i) basic skills in oral and written communication with clients and other members of the public;
 - (ii) knowledge of established work practices and procedures relevant to the workplace;
 - (iii) knowledge of policies relating to the workplace;
 - (iv) application of techniques relevant to the workplace;
 - (v) developing knowledge of statutory requirements relevant to the workplace;
 - (vi) understanding of basic computing concepts.
- (b) Prerequisites
- (i) an appropriate certificate relevant to the work required to be performed;
 - (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - (iii) appropriate on-the-job training and relevant experience; or
 - (iv) entry point for a diploma without experience.
- (c) Organisational relationships
- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under 0 being undertaken;
 - (ii) provide limited guidance to a limited number of lower classified employees.
- (d) Extent of authority
- (i) work outcomes are monitored;
 - (ii) have freedom to act within established guidelines;
 - (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

B.3 Social and community services employee level 3

B.3.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.

- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.
- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 2. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3.

B.3.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;
- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- (h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (i) supervise a limited number of lower classified employees or volunteers;
- (j) allow the scope for exercising initiative in the application of established work procedures;
- (k) deliver single stream training programs;

- (l) co-ordinate elementary service programs;
- (m) provide assistance to senior employees;
- (n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described in subclauses O or O, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

B.3.3 Requirements of the job

Some or all of the following are needed to perform work at this level:

- (a) Skills, knowledge, experience, qualifications and/or training
 - (i) thorough knowledge of work activities performed within the workplace;
 - (ii) sound knowledge of procedural/operational methods of the workplace;
 - (iii) may utilise limited professional or specialised knowledge;
 - (iv) working knowledge of statutory requirements relevant to the workplace;
 - (v) ability to apply computing concepts.
- (b) Prerequisites
 - (i) entry level for a relevant three year degree—pay point 3;
 - (ii) entry level for a relevant four year degree—pay point 4;
 - (iii) associate diploma with relevant experience; or
 - (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.
- (c) Organisational relationships
 - (i) graduates work under direct supervision;

- (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under 0 being undertaken;
- (iii) operate as member of a team;
- (iv) supervision of other employees.
- (d) Extent of authority
 - (i) graduates receive instructions on the broader aspects of the work;
 - (ii) freedom to act within defined established practices;
 - (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

A.2 Social and community services employee level 4

A.2.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- (b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

A.2.2 Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;

- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) provide administrative support of a complex nature to senior employees;
- (h) exercise responsibility for various functions within a work area;
- (i) provide assistance on grant applications including basic research or collection of data;
- (j) undertake a wide range of activities associated with program activity or service delivery;
- (k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) liaise with other professionals at a technical/professional level;
 - (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (iii) lead a team within a specialised project;
 - (iv) provide a reference, research and/or technical information service;
 - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

A.2.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of statutory requirements relevant to work;
 - (ii) knowledge of organisational programs, policies and activities;
 - (iii) sound discipline knowledge gained through experience, training or education;
 - (iv) knowledge of the role of the organisation and its structure and service;
 - (v) specialists require an understanding of the underlying principles in the discipline.
- (b) **Prerequisites**
 - (i) relevant four year degree with one years relevant experience;
 - (ii) three year degree with two years of relevant experience;
 - (iii) associate diploma with relevant experience;
 - (iv) lesser formal qualifications with substantial years of relevant experience; or
 - (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- (c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- (d) Employees working as sole employees will commence at this level.
- (e) **Organisational relationships**
 - (i) works under general direction;
 - (ii) supervises other staff and/or volunteers or works in a specialised field.
- (f) **Extent of authority**
 - (i) required to set outcomes within defined constraints;
 - (ii) provides specialist technical advice;
 - (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
 - (iv) solutions to problems generally found in precedents, guidelines or instructions;
 - (v) assistance usually available.

A.3 Social and community services employee level 5

A.3.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 5 will work under general direction from senior employees. Employees 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.

- (b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- (e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

A.3.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c) undertake a minor phase of a broader or more complex professional assignment;
- (d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (e) set priorities and monitor work flow in the areas of responsibility;
- (f) provide expert advice to employees classified at lower levels and/or volunteers;
- (g) exercise judgment and initiative where procedures are not clearly defined;
- (h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;

- (j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- (k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;
 - (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (iv) provide reports on progress of program activities including recommendations;
 - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (vi) plan, develop and operate a community service organisation of a moderately complex nature.

A.3.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of organisational programs, policies and activities;
 - (ii) sound discipline knowledge gained through experience;
 - (iii) knowledge of the role of the organisation, its structure and services.

(b) Prerequisites

- (i) relevant degree with relevant experience;
- (ii) associate diploma with substantial experience;
- (iii) qualifications in more than one discipline;
- (iv) less formal qualifications with specialised skills sufficient to perform at this level; or
- (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(c) Organisational relationships

- (i) work under general direction;
- (ii) supervise other employees and/or volunteers.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) control projects and/or programs;
- (iii) set outcomes for lower classified staff;
- (iv) establish priorities and monitor work flow in areas of responsibility;
- (v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

A.4 Social and community services employee level 6

A.4.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 6 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.
- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- (c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or

significant work area. Employees require a good understanding of the long term goals of the organisation.

- (d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

A.4.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- (d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- (e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (f) provide advice on matters of complexity within the work area and/or specialised area;
- (g) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (h) exercise autonomy in establishing the operation of the work area;
- (i) provide a consultancy service for a range of activities and/or to a wide range of clients;
- (j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - (i) provide support to a range of activities or programs;
 - (ii) control and co-ordinate projects;
 - (iii) contribute to the development of new procedures and methodology;
 - (iv) provide expert advice and assistance relevant to the work area;

- (v) supervise/manage the operation of a work area and monitor work outcomes;
- (vi) supervise on occasions other specialised staff;
- (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
- (viii) provide consultancy services for a range of activities.

A.4.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

- (i) comprehensive knowledge of organisation policies and procedures;
- (ii) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
- (iii) specialist knowledge gained through experience, training or education;
- (iv) appreciation of the long term goals of the organisation;
- (v) detailed knowledge of program activities and work practices relevant to the work area;
- (vi) knowledge of organisation structures and functions;
- (vii) comprehensive knowledge of requirements relevant to the discipline.

(b) Prerequisites

- (i) degree with substantial experience;
- (ii) post graduate qualification;
- (iii) associate diploma with substantial experience;
- (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(c) Organisational relationships

- (i) works under limited direction from senior employees of the Committee of Management or Board;
- (ii) supervision of staff.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) may manage a work area or medium to large organisation or multi-worksite organisation;
- (iii) has significant delegated authority;

- (iv) selection of methods and techniques based on sound judgment;
- (v) manage significant projects and/or functions;
- (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

A.5 Social and community services employee level 7

A.5.1 Characteristics of the level

- (a) A person employed as a Community services employee level 7 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.
- (b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- (f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

A.5.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (c) develop work practices and procedures for various projects;
- (d) establish work area outcomes;
- (e) prepare budget submissions for senior officers and/or the organisation;
- (f) develop and implement significant operational procedures;

- (g) review operations to determine their effectiveness;
- (h) develop appropriate methodology and apply proven techniques in providing specialised services
- (i) where prime responsibility lies in a professional field an officer at this level:
 - (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - (ii) provides a consultancy service to a wide range of clients;
 - (iii) functions may involve complex professional problem solving;
 - (iv) provides advice on policy method and contributes to its development.

A.5.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) comprehensive knowledge of policies and procedures;
 - (ii) application of a high level of discipline knowledge;
 - (iii) 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;
 - (iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
 - (v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (b) **Organisational relationships**
 - (i) works under limited direction;
 - (ii) normally supervises other employees and establishes and monitors work outcomes.
- (c) **Extent of authority**
 - (i) may manage section or organisation;
 - (ii) has significant delegated authority;
 - (iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

A.6 Social and community services employee level 8

A.6.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- (b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- (c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (f) Employees at this level require 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.
- (g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

A.6.2 Responsibilities

A position at this level may include some of or similar responsibilities to:

- (a) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;

- (d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (f) administer complex policy and program matters;
- (g) may offer consultancy service;
- (h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - (i) contribute to the development of operational policy;
 - (ii) assess and review the standards of work of other specialised personnel/external consultants;
 - (iii) initiate and formulate organisational programs;
 - (iv) implement organisational objectives within corporate goals;
 - (v) develop and recommend ongoing plans and programs.

A.6.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
 - (ii) detailed knowledge of statutory requirements.
- (b) **Prerequisites**
 - (i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
 - (ii) substantial post graduate experience;
 - (iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
 - (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

SCHEDULE C – CLASSIFICATIONS – DISABILITY EMPLOYEES (RESIDENTIAL AND COMMUNITY)

Classification mapping and progression

Progression between increment points within each classification level shall be on the completion of each one (1) years’ service at that Level (from date of anniversary).

Level		Description	Progression criteria
Level 1	1.1	Entry level No qualification or industry experience	Progress to next pay point upon completion of each one (1) years’ service at that Level.
	1.2	No qualification 12 months industry experience	
	1.3	No qualification At least 2 years industry experience	Progress to Level 2 upon completion of one year’s service at Level 1.3 and completion of a non relevant Certificate II or III or Diploma
Level 2	2.1	No qualification At least 3 years industry experience Entry point non relevant Certificate II or III or Diploma	Progress to next pay point upon completion of each one (1) years’ service at that level.
	2.2	Next increment from 2.1 Entry point Certificate IV without industry experience or Diploma relevant to work to be performed without industry experience.	Certificate and Diploma holder progress to Level 2.2 upon completion of one year’s service at Level 2.1 and completion of a Certificate IV or diploma relevant to work to be performed.
	2.3	Increment	
	2.4	Increment	
	2.5	Advanced DSW – pay rate of 3.1 – Disability Residential only	n/a
Level 3	3.1	Team Leader entry point	Progress to Level 3 will be upon appointment to Team Leader
	3.2	Increment	
	3.3	Increment	
	3.4	Increment	Progress to next pay point upon completion of each one (1) years’ service at that level.
Level 4	4.1	Client Engagement Coordinator entry point	Progress to Level 4 will be upon appointment to Client Engagement Coordinator Progress to next pay point upon completion of each one (1) years’ service at that level.
	4.2	Increment	
	4.3	Increment	
	4.4	Increment	

Advanced DSW – Disability Residential

Selection Criteria

- (a) Relevant Diploma and/or Certification in specialised or complex care and/or five years minimum experience as a DSW with Certificate IV in Disability
- (b) Demonstrated Leadership abilities
- (c) Demonstrated active leadership in Person Centred Active Support practices
- (d) Demonstrated commitment to own Professional Development

The appointment to an Advanced Direct Support Worker role is limited to Disability Residential workplaces that are complex or have specialised requirements identified through client Support Plans. The schedule of workplaces where there shall be 1 ADSW per house is identified in Schedule D. A higher intensity support may be paid where a client requires assistance from a support worker with additional qualifications and/or experience relevant to the client's complex needs. The higher intensity rate may be considered when:

- Frequent assistance is required to manage challenging behaviours that require intensive positive behaviour support and/or;
- Continual active support is required due to high medical support needs (such as unstable seizure activity or respiratory support) and/or;
- Continual active assistance with all daily tasks.

In addition, appointment to an Advanced Direct Support Worker role may occur where a DSW is required to lead therapist or health directed initiatives.

Applications for Advancement to Advanced DSW (existing employees):

1. Application principles:

- i. The process for applications for Advanced DSW should ensure that applicants have equal opportunity to demonstrate their suitability
- ii. Applicants should have reasonable access to the same information relevant to the Advanced DSW selection criteria.
- iii. No restrictions, other than the set eligibility requirements, are to apply.
- iv. Potential applicants should be allowed reasonable time to prepare for the process.

2. Application, selection and appointment process:

- i. The Employer will advertise for Advanced DSW roles when required internally at first, where there are no applicants internally only then will ADSW positions be advertised externally.
- ii. Applications may be made by a DSW when they believe they meet the eligibility criteria. This information will be permanently available to all DSWs.
- iii. The employee will be required to submit an Expression of Interest outlining how they meet the selection criteria.
- iv. The Recruitment and Selection policy and procedure will be followed regarding selecting and appointing to the role.

Classification Definitions

The Tipping Foundation & Vista Classification Definitions - Disability

The Tipping Foundation & Vista classification definitions describe the nature of the work and the level of responsibility undertaken by staff at each level. The definitions enable the identification of an appropriate classification for different disability service positions and are used to inform recruitment and remuneration.

ROLE PERFORMED: Direct Support Worker Level 1 (SCHCADS Level 1)

This is an entry level role that does not require any qualification or industry experience, and will be provided with appropriate orientation and induction to the position. This role works within a home environment supporting up to 6 people with a disability living together or within a community setting to achieve individual goals and ambitions and realise their optimum level of independence. The role works as a part of a team to provide positive and consistent support to the people living in this setting.

Characteristics of the level

- a) A person employed as a Direct Support Worker Level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- f) Supervision of other staff or volunteers is not a feature at this level.
- g) At this level, employers are expected to offer substantial internal and/or external training.

Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

- a) apply established practices and procedures;
- b) provide information and report through standard methods, including recording charts, completing routine tasks using information technology, undertake routine activities of a clerical and/or support nature;
- c) client contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- d) directly support client wellbeing, including support with daily living activities including appointments, household activities, preparation and assistance with meals, personal care, and social, recreational and

community experiences that enhance quality of life, based on support plan goals either individually or as part of a team as part of the delivery of disability services;

- e) respond to clients and their families, and other people in the lives of clients and provide information to colleagues on routine matters relating to client needs and/ general house matters;
- f) implementation of Individual Program Plan objectives and provide personal care support as required.

Requirements of the job:

Some or all of the following are needed to perform work at this level:

Skills, knowledge, experience, qualifications and/or training, pre-requisites

Skills and knowledge

- i. A developing knowledge of work practices and policies;
- ii. Works within protocols and procedures;
- iii. Basic knowledge of the workplace function and operation;
- iv. Basic knowledge of the administrative practices and procedures relevant to the workplace;
- v. Basic numeracy, written and verbal communication skills;
- vi. Participate in support planning other support strategies, including working to establish links with community resources and promoting, facilitating or advocating increased access to inclusion in community.

Organisational relationships

Work under direct supervision

Extent of authority

- i. Work as part of a direct support team. If working individually without direct supervision for a period of time will act under general instruction and in line with protocols and policies, including administering medication.
- ii. Provide an agreed level of care and activities to a client following established protocols, processes and procedures.
- iii. Make routine decisions within the scope of established policies and practice standards, subject to review by a supervisor or senior staff member. Use judgement to identify risks to clients, colleagues, community and self and advise more senior colleagues of those risks in line with agreed policies.

Progression

An employee primarily engaged in responsibilities which are prescribed by Level 1 will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time or casual, on completion of 1040 hours of industry experience (20 hours or above). If less than 20 hours per week then on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

ROLE PERFORMED: Direct Support Worker Level 2 (SCHCADS Level 2)

This role does not require any qualification but requires at least 3 years relevant industry experience. It is the entry point for a person with a Certificate II or III or Diploma that is not relevant. Employees who have completed a Certificate IV or appropriate Diploma will commence at the second pay point of this level. This role works within a home environment supporting up to 6 people or in a community setting supporting person/s with a disability to achieve individual goals and ambitions and realise their optimum level of independence. The role works as a part of a team to provide positive and consistent support to the people living in this setting.

Characteristics of the level

- a) A person employed as a Direct Support Worker level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

Responsibilities

A position at this level may include some of the following:

- a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- b) achieve outcomes and support the rights, interests and goals of clients in line with Person Centred Active Support methodology;
- c) advocate on behalf of clients for increased access to, and inclusion in, community and recreational services, within area of responsibility and respond to enquiries. Utilise well developed communication skills to identify client needs, liaise with other service providers, stakeholders and significant others;
- d) assist senior employees with special projects;
- e) daily completion of Communication Book and appropriate completion of File Notes as required;
- f) accurate and detailed completion of Incident Reports and personal care records as required;
- g) record client expenditure in accordance with Organisational Policy;
- h) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area and record client data and report observations based on knowledge of disability;

- i) provide client support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work including the receiving and accounting for moneys and assistance to clients;
- j) in a residential setting, contribute to the day to day running of the group home and help maintain service accounts (eg. Household accounts) and assist with other administrative functions;
- k) develop and implement support plans using knowledge of client need, preferences and interests, including through client-directions and client records, and have input into the monitoring and review of those plans either individually or as part of a team, with oversight from senior management;
- l) supervising or providing a wide range of personal care services to clients under limited supervision either individually or as part of a team as part of the delivery of disability services;
- m) administer medication treatments and therapies according to prescribed protocols and otherwise seek appropriate medical assistance and support clients in day to day living including supporting clients to attend appointments as required;
- n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (e.g providing guidance as part of the delivery of disability services as described above or in subclause Responsibilities).

Requirements of the job:

Some or all of the following are needed to perform work at this level:

Skills, knowledge, experience, qualifications and/or training, pre-requisites

- i. Basic skills in oral and written communication with clients and other members of the public;
- ii. Knowledge of established work practices and procedures relevant to the workplace;
- iii. Knowledge of policies relating to the workplace;
- iv. Application of techniques relevant to the workplace;
- v. Developing knowledge of statutory requirements relevant to the workplace;
- vi. Understanding of basic computing concepts.

Prerequisites

- i. An appropriate certificate relevant to the work required to be performed or;
- ii. Will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
- iii. Appropriate on-the-job training and relevant experience; or
- iv. Entry point for a diploma without experience.

Organisational relationships

- i. Work under regular supervision except where this level of supervision is not required by the nature of responsibilities under Responsibilities being undertaken;
- ii. Provide limited guidance to a limited number of lower classified employees.
- iii. Work under general guidance and clearly defined guidelines.
- iv. If working individually without direct supervision for a period of time, will act under general instruction and in line with protocols and policies, including administering medication.

Extent of authority

- i. Work outcomes are monitored;

- ii. Have freedom to act within established guidelines;
- iii. Use judgement and knowledge of client and service routines to identify risks to clients, colleagues, community and self and take action in line with agreed policies and procedures to minimise risks that might compromise health, safety and wellbeing. Solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur;
- iv. Undertakes planning with client and/or others and works towards establishing links with community resources, facilitating inclusion of clients into the community and advocating on behalf of clients for increased access to and inclusion in community and recreational services.

ROLE PERFORMED: Team Leader Level 3 (SCHCADS Level 3)

This role is supervisory, Team Leader or House Supervisor. This role is responsible for the supervision of day to day work of other Residential/Support Services Workers in a respite or complex service setting, including work allocation, rostering and guidance. The role works as a part of a team to provide positive and consistent support to the people living in a respite or more complex setting.

Characteristics of the level

- a) A person employed at this level will work under general direction in the application of procedures, methods and guidelines which are well established.
- b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group residential facility for persons with a disability.
- e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area under appropriate senior management guidance.
- f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- a) undertake responsibility for various activities in a specialised area;
- b) exercise responsibility for a function within the organisation;
- c) allow the scope for exercising initiative in the application of established work procedures;
- d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- e) provide client support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work. Enhance independence and support the rights, interests and goals of clients in line with Person Centred Active Support methodology and lead and plan support for people with disabilities, within their home or place of residence and community, to participate in a range of life areas based on the goals of individual support plans. This includes developing and implementing support plans, updating Behaviour Support Plans (BSPs) and delegating support tasks. Provide personal care support as required;
- f) endeavour to ensure own and teams record keeping is accurate and proficient in the operation of the computer or other systems regarding note taking and record keeping. Where issues arise with staff members record keeping ensure this is dealt with appropriately;
- g) supervise a limited number of lower classified employees or volunteers. Supervise a small staff team and related service including: contribute to roster development, staff replacement and leave planning, participate in interview process of staff recruitment, allocate work across a team, review staff decisions and performance, assistance with funding and budgets, implement quality improvements and process changes, and responsible for the day to day running of a service;
- h) allow the scope for exercising initiative in the application of established work procedures;
- i) co-ordinate service delivery of programs including assist and communicate with other support areas as required including therapists, develop and sustain personal communications with individuals, their families and significant others, provide individualised communication methods/strategies when communicating with each client, liaise with families, significant others, service providers, community organisations, advocate for clients as required;
- j) provide assistance to senior employees;
- k) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - i. undertake some minor phase of a broad or more complex projects;
 - ii. perform duties of a specialised nature;
 - iii. provide a range of information services;
- l) in the delivery of disability services as described in Responsibilities Level 1 and Level 2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

Requirements of the job:

Some or all of the following are needed to perform work at this level:

Skills, knowledge, experience, qualifications and/or training

- i. Thorough knowledge of work activities performed within the workplace;
- ii. Sound knowledge of procedural/operational methods of the workplace;
- iii. May utilise limited professional or specialised knowledge;
- iv. Knowledge and competencies of disability support including a sound understanding of disability and an ability to apply theoretical knowledge, statutory requirements relevant to the workplace and experience to support people with disabilities;
- v. Ability to apply computing concepts.

Prerequisites (i) entry level for a relevant three year degree—pay point 3;

- i. Entry level for a relevant four year degree—pay point 4;
- ii. Associate diploma with relevant experience; or
- iii. Relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

Organisational relationships

- i. Graduates work under direct supervision;
- ii. Works under general supervision except where this level of supervision is not required by the nature of the responsibilities under Responsibilities being undertaken;
- iii. Operate as a member of a team;
- iv. Supervisor of a direct support team in a respite or more complex residential service

Extent of authority

- i. Graduates receive instructions on the broader aspects of the work;
- ii. Freedom to act within defined established practices;
- iii. Problems can usually be solved by reference to procedures, documented methods and instructions. Use judgment to identify and pro-actively minimise risks to the health, safety and wellbeing of clients, self, staff and the wider community within area of responsibility and agreed procedures. Assistance is available when problems occur.

ROLE PERFORMED: Coordination Level 4 (SCHCADS Level 4)

This role is a coordination role that oversees the day to day operations of particular houses or services/programs to ensure that the relevant support services are delivered.

Characteristics of the level

- a) A person employed at level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

- c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

- a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- c) identification of specific or desired performance outcomes. Enhance independence and support the rights, interests and goals of clients in line with Person Centred Active Support methodology, including sharing of knowledge of contemporary models of practice and/or evidenced based practice in the disability sector. Management of a variety of complex disability or related client presentations and complexities, including an awareness of outcome measures used in the disability field;
- d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- g) provide administrative support of a complex nature to senior employees;
- h) exercise responsibility for various functions within a work area;
- i) provide assistance on grant applications including basic research or collection of data;
- j) undertake a wide range of activities associated with program activity or service delivery including lead and plan support for people with disabilities, within their home or place of residence and community, to participate in a range of life areas based on the goals of individual support plans, encourage and support persons with a disability to participate in decision-making about the service they receive, liaising between people being supported, their families, and other services in an individual's life, participate in negotiations with family members, medical services, activity services and other community services to help meet daily client needs and/or to plan support for future client requirements;
- k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;

- l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - i. liaise with other professionals at a technical/professional level;
 - ii. discuss techniques, procedures and/or results with clients on straight forward matters;
 - iii. lead a team within a specialised project;
 - iv. carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - v. perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - vi. assist senior employees with the planning and co-ordination of a community program of a complex nature.

Requirements of the job:

Some or all of the following are needed to perform work at this level:

Skills, knowledge, experience, qualifications and/or training, pre-requisites

- i. knowledge of statutory requirements relevant to work;
- ii. knowledge of organisational programs, policies and activities;
- iii. sound discipline knowledge gained through experience, training or education;
- iv. knowledge of the role of the organisation and its structure and service;
- v. specialists require an understanding of the underlying principles in the discipline.

(b) Prerequisites

- i. relevant four year degree with one years relevant experience;
- ii. three year degree with two years of relevant experience;
- iii. associate diploma with relevant experience;
- iv. lesser formal qualifications with substantial years of relevant experience; or
- v. attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,

Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.

Organisational relationships

- i. works under general direction;
- ii. supervises other staff and/or volunteers or works in a specialised field. The role is responsible the support and supervision of disability support staff, the development and drive of person centred active support, provision of programs to clients.

Extent of authority

- i. required to set outcomes within defined constraints;
- ii. provides specialist technical advice;
- iii. freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- iv. solutions to problems generally found in precedents, guidelines or instructions and assistance usually available.

Schedule D – Disability Residential complex houses

The Disability Residential complex houses of which there are 28 complex houses are identified by location in the Disability Residential complex houses schedule which is available to all staff through the intranet (referred to as DAISY). HACSU shall be provided a copy of the Disability Residential complex houses schedule and when any updates occur. Where there are changes to the number of the Disability Residential complex houses or the Disability Residential complex houses schedule that is subject to consultation as per clause 8.

THE TIPPING FOUNDATION

A Bill Tipping legacy working together with Vista

22 June 2017

Fair Work Commission
Attention: Commissioner Cribb
11 Exhibition St
Melbourne VIC 3000

Dear Commissioner Cribb

We write to confirm our commitment to the following undertakings as agreed by e-mail on 06 June 2017:

1. The Tipping Foundation with respect to clause 17.5.1 (iii) and clause 17.5.1.2 (c) that these clauses shall apply to disability residential casual employees to ensure they receive public holiday penalties of 150% as well as 25% loading
2. The Tipping Foundation with respect to clause 17.6 (c) shall be modified to the following: *These extra rates will be in substitution for and not cumulative upon the casual loading prescribed in clause 17.1 (Ordinary Hours of work) and 17.5 (Shift Work) and are not applicable to overtime hours worked on a Saturday and Sunday. This sub-clause only applies to employees working in the Disability Community and Child, Youth and Family settings and does not apply to employees working in Disability Residential settings.* The effect of this undertaking is to ensure disability residential employees are entitled to receive Saturday (50%) penalties or Sunday (100%) penalties and any applicable shift work allowance (10%) as per clause 17.5.2 and any applicable casual loading (25%) as per clause 17.1(c)(iii)

Yours sincerely



Graeme Kelly
CEO

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"I FOUND AN ORGANISATION THAT LISTENS TO ME"

Amanda,
HDS client

We work together so everyone has a fair go