DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The State of Victoria T/A The Department of Health and Human Services
(AG2018/2395)

DISABILITY SERVICES ENTERPRISE AGREEMENT VICTORIA 2018-2022

State and Territory government administration

DEPUTY PRESIDENT KOVACIC CANBERRA, 29 OCTOBER 2018

Application for approval of the Disability Services Enterprise Agreement Victoria 2018-2022.

[1] An application has been made for approval of an enterprise agreement known as the *Disability Services Enterprise Agreement Victoria 2018-2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The State of Victoria T/A The Department of Health and Human Services (the Applicant). The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from the employer. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings is attached to this decision.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement. I note that the model consultation term does not displace the consultation clause in the Agreement but rather will operate in tandem with the clause in the Agreement.

[5] The Agreement lodged contained numerous referencing errors throughout the Agreement. The Applicant has requested that the Commission exercise its discretion to correct these errors pursuant to s.586 of the Act. I am satisfied that the corrections should be made and that it is appropriate to do so pursuant to s.586 of the Act. On the 23 October 2018 the Applicant filed the attached amended version of the Agreement correcting the various errors identified. A list of the corrections made is also attached to this Decision.

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 November 2018. The nominal expiry date of the Agreement is 30 June 2022.



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Annexure A

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IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/2395 Disability Services Enterprise Agreement Victoria 2018-2022

Undertaking provided under section 190 of the *Fair Work Act 2009* (Cth)

Pursuant to section 190 of the *Fair Work Act 2009* (Cth), the State of Victoria undertakes as follows in relation to the *Disability Services Enterprise Agreement Victoria 2018-2022* (**Agreement**):

1. That no employees are currently engaged in the Health and Welfare Officer classification; and
2. It will not engage any employees in the Health and Welfare Officer classification during the operation of the Agreement.

Signed for an on behalf of the State of Victoria (Department of Health and Human Services):

Argiri Alisandratos
Acting Deputy Secretary
Children, Families, Disability and Operations Division

26 /10 / 2018

VICTORIA State Government

Annexure B

Clause Number	Original Clause	Corrected Clause
9.1(d)	"Employee" means a person employed by the Employer and eligible to be a member of the Health Services Union	"Employee" means a person employed by the Employer and eligible to be a member of HACSU
11.1	The Government has determined to transfer its public disability services, specifically Supported Independent Living (SIL) and Short-Term Accommodation and Assistance (STAA) (that is, disability accommodation and respite services (excluding disability justice/forensic services, and the SIL services for the residents of the former Sandhurst Centre) to the non-government disability sector	The Government has determined to transfer its public disability services, specifically Supported Independent Living (SIL) and Short-Term Accommodation and Assistance (STAA), that is, disability accommodation and respite services (excluding disability justice/forensic services, and the SIL services for the residents of the former Sandhurst Centre) to the non-government disability sector.
11.9(e)	Clients service plan development and administration	Client service plan development and administration
11.15	This period involves the transfer of all **section 205** Employees to direct employment by the relevant provider(s). The transfer will take place after the provider makes an offer of employment to the Employee and the Employee accepts that offer of employment.	This period involves the transfer of all **section 205** Employees to direct employment by the relevant provider(s). The transfer will take place after the provider makes an offer of employment to the Employee and the Employee accepts that offer of employment. Employees will receive an appointment letter to reflect these arrangements and a summary of the matters to be covered by that appointment letter is included in **Schedule H**.
11.21	Transferred Employees will have their classification structures and modes of employment maintained following transfer. Future change will only be in accordance with the provision of this Agreement and the replacement Agreement.	Transferred Employees will have their classification structures and modes of employment maintained following transfer. Future change will only be in accordance with the provision of this Agreement and the replacement Agreement(s).
12.4	For a change referred to in **clauses 12.1** and **12.1(b)**	For a change referred to in **clauses 12.1(a)** and **12.1(b)**
14.1	HACSU delegates hold a vital position(s)	HACSU Delegates hold a vital position
15.6(g)	The provisions of **clause 32** Recreation Leave, and **clause 34** Paid Personal Leave shall not apply in the case of a casual Employee.	The provisions of **clause 32** Recreation Leave, and **clause 34** Personal/Carer's Leave shall not apply in the case of a casual Employee.
15.9(a)	Subject to agreement between the Employer and Employee, an	Subject to agreement between the Employer and Employee, an Employee may change their mode of

	Employee may change their mode of employment from full or part time employment to casual employment without the necessity of resignation and reappointment. Notwithstanding this clause the transfer to insecure modes of employment is not encouraged and approval will usually be considered only in exceptional personal circumstances, including those identified in **clause 16.22**.	employment from full or part time employment to casual employment without the necessity of resignation and reappointment. Notwithstanding this clause the transfer to insecure modes of employment is not encouraged and approval will usually be considered only in exceptional personal circumstances.
23.4(h)(iv)	Notwithstanding anything in this clause, an Employee who is on higher duties assignment immediately prior to the time he or she commences paid parental leave or adoption leave in accordance with **clause** Error! Reference source not found. shall be paid an allowance in accordance with this clause during the period of paid leave, provided that:	Notwithstanding anything in this clause, an Employee who is on higher duties assignment immediately prior to the time he or she commences paid parental leave or adoption leave in accordance with **clause 33** shall be paid an allowance in accordance with this clause during the period of paid leave, provided that:
23.4(h)(iv)(B)	the payment of the higher duties allowance during paid maternity or paid adoption leave ceases at the time the assignment would have ceased if the Employee had remained on duty.	the payment of the higher duties allowance during paid parental or paid adoption leave ceases at the time the assignment would have ceased if the Employee had remained on duty.
23.6(f)	The Employee may make (pre tax) salary sacrifice contributions under **clause** Error! Reference source not found. or additional personal (post tax) contributions to their elected fund on providing written authorisation to the Employer.	The Employee may make (pre-tax) salary sacrifice contributions under **clause** Error! Reference source not found. or additional personal (post-tax) contributions to their elected fund on providing written authorisation to the Employer.
28.2(x)	27.2.1.10 a maximum shift length for all Employees of 12 hours, not including sleepovers and meal breaks;	a maximum shift length for all Employees of 12 hours, not including sleepovers and meal breaks;
28.2(xi)	27.2.1.11 the use of full-time Employees where possible;	the use of full-time Employees where possible;
28.2(xii)	27.2.1.12 the potential to employ a permanent relief work force;	the potential to employ a permanent relief work force;
28.2(xiii)	27.2.1.13 maintenance of one house supervisor over each group home.	maintenance of one house supervisor over each group home.
28.5(b)	Any proposal to change the current distribution of group homes to operations managers shall be subject	Any proposal to change the current distribution of group homes to operations managers shall be subject to the consultation provision of this

	to the consultation provision of this Agreement and then any dispute shall be resolved in accordance with the Disputes Settlement Procedure and consistent with **Clause 27.5.1**, **Clause 6** Objectives and **Clause 11** Transfer of Services.	Agreement and then any dispute shall be resolved in accordance with the Disputes Settlement Procedure and consistent with **Clause 27.5(a)**, **Clause 6** Objectives and **Clause 11** Transfer of Services.
29.3(e)		
29.4(b)	See Table in DSEAV	See Table in DSEAV
29.5(a)	See Table in DSEAV	See Table in DSEAV
30.1(ix)	See DSEAV	See DSEAV
31.6(b)	Notwithstanding **clause 31.6.3** and **clause 31.6 (f)** the accrual and taking of time off in lieu of overtime shall be at the following rates:	Notwithstanding **clause 31.6 (c)** and **clause 31.6 (f)** the accrual and taking of time off in lieu of overtime shall be at the following rates:
32.6(a)	An Employee shall, in respect of recreation leave, be entitled to be paid in addition to an amount payable by way of salary and other emoluments included in **clause 31.6.3**, the greater of the two amounts calculated in accordance with the following	An Employee shall, in respect of recreation leave, be entitled to be paid in addition to an amount payable by way of salary and other emoluments included in **clause 32.6 (c)**, the greater of the two amounts calculated in accordance with the following
33.12(a)(ii)	where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under **clause 33.3** and thereafter, to unpaid special maternity leave.	where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under **clause 33.3** and thereafter, to unpaid special parental leave.
34	The provisions of this clause apply to full time and regular part time Employees. See **clause 33.9(d)** for casual Employees' entitlements.	The provisions of this clause apply to full time and regular part time Employees. See **clause 34.9(d)** for casual Employees' entitlements.
37.10(d)(ii)	during any absence from duty on parental/maternity, paternity/partner or adoption leave without pay; or	during any absence from duty on parental or adoption leave without pay; or
38.7	An Employee whose rostered day off falls on a holiday observed in accordance with this Agreement shall be granted one day's leave in lieu of such holiday.	*Numbering change – see DSEAV*
43.2(c	The Employer will provides executive	The Employer will provide executive support to

)(v)	support to committees.	committees.
Schedule A	**Trainee Program** The trainee program will apply to DDSO1's. Entry positions at this level will work within established routines, practices and procedures and under routine direction or supervision. Routine supervision means Employees receive instruction on job requirements, procedures and methods to be used in new or unusual tasks and situations. Work is subject to progress checking. Over time, as the Trainee's competencies increase to allow the application of knowledge with depth in some areas and a broad range of skills generally, trainees should eventually gain the ability to undertake an increased range of tasks in a variety of contexts with some complexity in the extent and choice of action required. Relevant to the role trainees will use an increased use of judgement and discretion in achieving work outcomes. The trainee program will be determined through the Central Training Consultative and Implementation Committee (CTCIC) and be monitored through individual Employee training plans.	**Trainee Program** The trainee program will apply to DDSO1's. Entry positions at this level will work within established routines, practices and procedures and under routine direction or supervision. Routine supervision means Employees receive instruction on job requirements, procedures and methods to be used in new or unusual tasks and situations. Work is subject to progress checking. Over time, as the Trainee's competencies increase to allow the application of knowledge with depth in some areas and a broad range of skills generally, trainees should eventually gain the ability to undertake an increased range of tasks in a variety of contexts with some complexity in the extent and choice of action required. Relevant to the role trainees will use an increased use of judgement and discretion in achieving work outcomes. The trainee program will be determined through the Central Consultative Committee (CCC) and be monitored through individual Employee training plans.
Schedule A (2.11.2.3)	**Classifications** The classification levels of positions engaged in the provision of non-residential services includes positions at Level 4, Level 3, Level 2 and Level 1 (**DDSO 4, DDSO 3A, DDSO 3, DDSO 2A, DDSO 2, DDSO 1Q and DDSO 1**). The classification of positions will depend on the qualifications, duties and responsibilities, the size of the team and the relevant experience of the occupant. At the completion of the current	**Classifications** The classification levels of positions engaged in the provision of non-residential services includes positions at Level 4, Level 3, Level 2 and Level 1 (**DDSO 4, DDSO 3A, DDSO 3, DDSO 2A, DDSO 2, DDSO 1Q and DDSO 1**). The classification of positions will depend on the qualifications, duties and responsibilities, the size of the team and the relevant experience of the occupant. At the completion of the current review of case management services, the competencies and classification matrix will be amended, if required, to reflect any changes to the classification structure as determined by the Central Consultative Committee

	review of case management services, the competencies and classification matrix will be amended, if required, to reflect any changes to the classification structure as determined by the Central Training Consultative Committee (CTCIC).	(CCC).
Schedule B, page 145, clause 8(i) and (j)	i) After a reasonable period of time following the completion of the steps in (a)-(i) above, the manager/supervisor will assess whether the Employee has improved to the required standard. If the manager/supervisor decides that the Employee's performance **has improved** to the required standard, the manager/supervisor will notify the Employee that the formal performance management process has completed. However, if there are repeated practice and performance issues that arise within 12 months, the Employee may be referred to Part B of this Schedule. j) After a reasonable period of time following the completion of the steps in (a)-(i) above, the manager/supervisor will assess whether the Employee has improved to the required standard. If the manager/supervisor decides that the Employee's performance **has not improved** to the required standard, the Employee may be referred to Part B of this Schedule.	i) After a reasonable period of time following the completion of the steps in (a)-(g) above, the manager/supervisor will assess whether the Employee has improved to the required standard. If the manager/supervisor decides that the Employee's performance **has improved** to the required standard, the manager/supervisor will notify the Employee that the formal performance management process has completed. However, if there are repeated practice and performance issues that arise within 12 months, the Employee may be referred to Part B of this Schedule. **j)** After a reasonable period of time following the completion of the steps in (a)-(g) above, the manager/supervisor will assess whether the Employee has improved to the required standard. If the manager/supervisor decides that the Employee's performance **has not improved** to the required standard, the Employee may be referred to Part B of this Schedule.
Schedule C, Clause 7	(iii) Give the Employee an opportunity to respond to the outcome of the investigation process (iv) In	(iii) Give the Employee an opportunity to respond to the outcome of the investigation process

	considering whether to take disciplinary action, the Employer will consider: (A) whether there is a valid reason related to the conduct or performance of the Employee arising from the investigation justifying disciplinary action; (B) whether the Employee knew or ought to have known that the conduct or performance was below acceptable standards; and (C) any explanation by the Employee relating to conduct including any matters raised in mitigation.	(iv) In considering whether to take disciplinary action, the Employer will consider: (A) whether there is a valid reason related to the conduct or performance of the Employee arising from the investigation justifying disciplinary action; (B) whether the Employee knew or ought to have known that the conduct or performance was below acceptable standards; and (C) any explanation by the Employee relating to conduct including any matters raised in mitigation.
Schedule C, Clause 12	If at the time this agreement comes into operation there are disciplinary matters that commences prior to 30 June 2018 will continue to be managed under **Schedule C** until completion. **Article I.**	If at the time this agreement comes into operation there are disciplinary matters that commenced prior to 30 June 2018 those disciplinary matters will continue to be managed under **Schedule C** until completion.

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

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

DISABILITY SERVICES ENTERPRISE AGREEMENT VICTORIA 2018 – 2022

DISABILITY SERVICES ENTERPRISE AGREEMENT VICTORIA 2018-2022

PART 1 – APPLICATION & OPERATION OF AGREEMENT

1. AGREEMENT TITLE

This Agreement shall be known as the *Disability Services Enterprise Agreement Victoria 2018-2022* (hereinafter referred to as the "Agreement").

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3. COVERAGE OF AGREEMENT

3.1 This Agreement covers:

(a) The Crown in the Right of the State of Victoria, and to any successor, assignee or transmittee to or of the business or part of the business of the State of Victoria comprising the provision of services for people with a disability, including a corporation that has acquired or taken over the business or part of the business of the State of Victoria ('the Employer'); and

(b) Each and every person employed by the Employer who is a member of, or is eligible to be a member of, the Union (including fixed term, part-time and casual Employees) engaged in the performance of work in or in connection with disability services; and

(c) The Union entitled to be covered by the Agreement in accordance with **section 183** of the FW Act.

3.2 This Agreement shall operate throughout the State of Victoria.

4. RELATIONSHIP WITH AWARD AND PREVIOUS CERTIFIED AGREEMENTS AND SAVINGS

4.1 For the avoidance of doubt the National Employment Standards (NES) prevails to the extent that any aspect of the NES provides for a superior entitlement than this Agreement.

4.2 This Agreement is intended to be a comprehensive agreement and is not intended to be read in conjunction with the relevant modern award.

4.3 Where clauses have been re-written and there is a dispute at a later date as to their intent or meaning, regard will be had to the antecedent documents and decisions arising from them.

4.4 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.

5. DATE AND PERIOD OF OPERATION

5.1 The Agreement comes into operation on 1 July 2018 and will nominally expire on 30 June 2022. This Agreement shall continue to be in force until replaced by a new agreement.

5.2 With the aim of avoiding protracted negotiations for a new agreement, HACSU and the Employer agree to a renegotiation period. The renegotiation period shall be from 30 September 2021 until 31 May 2022. The aim of the renegotiation period is to permit a new agreement to be reached by 30 June 2022.

5.3 The bargaining process for a replacement agreement which will be facilitated by Government and to meet the objective in **clause 6**; the following will apply:

(a) good faith bargaining process to commence 9 months prior to nominal expiry date of this Agreement, facilitated by the Working Party as defined in **clause 11.25**, including regular meetings at least monthly, engagement of an agreed facilitator to support negotiations, and agreement to resolve disputes quickly and fairly;

(b) voluntary conciliation mechanism if providers/Employers/HACSU cannot agree to changes required to be NDIS rules compliant e.g. quality and care, safeguards, reporting, pre-employment screening etc;

(c) the bargaining process and the objectives in **clause 6** which will underpin the process

5.4 During this period HACSU and the Employer will not act in a manner that is designed to frustrate good faith bargaining.

6. OBJECTIVES

6.1 The Government is committed to protecting wages, terms and conditions for a period of eight years whilst supporting the successful transition to the National Disability Insurance Scheme (NDIS).

6.2 The Government and HACSU are committed to the successful introduction of the NDIS and the delivery of services which are high quality and responsive to participant needs. The Government and HACSU agree that these outcomes will require an increasingly skilled and committed workforce that can provide the continuity of support desired by participants and their families. High quality and responsive services will not be achieved by increasing insecurity for the workforce or by decreasing consistency of working hours or the capacity to control work/life balance.

6.3 The parties acknowledge that the enterprise agreement provides terms and conditions that maintain proper industrial and community standards for the provision of disability services in the State of Victoria, and support the delivery of critical services to people with disability in the State of Victoria.

6.4 In acknowledging the importance of the industrial standards set out in this enterprise agreement, the parties recognise that the certainty of these terms and conditions is integral to meeting the public interest in providing quality disability care to the community in Victoria.

6.5 The parties acknowledge that it is in the public interest that any bargaining should result in an agreement on terms that:

(a) ensure that workers are not disadvantaged and wages and conditions are no less favourable overall; and

(b) ensure the effective implementation of the NDIS including promoting people with disability's agency and their ability to exercise choice and control under the NDIS

7. NO FURTHER CLAIMS

7.1 HACSU and the Employer and their respective Employees bound by this Agreement acknowledge and agree that:

(a) This Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies including all HACSU and Employer claims made before and during those negotiations leading to the making of this Agreement (whether or not those claims were matters at issue during the bargaining periods);

(b) This Agreement sets out and is intended to set out comprehensively, all of the terms and conditions of employment of the Employees whose employment is subject to the Agreement; and

(c) They will not pursue any extra claims during the term of this Agreement.

8. INFORMATION TO EMPLOYEES

8.1 The Employer must make readily available to all Employees a copy of this Agreement and the NES.

9. DEFINITIONS

9.1 In this Agreement, unless inconsistent with the context or subject matter, the following definitions apply:

(a) **"Casual Employee"** means a person employed on a casual basis.

(b) **"Classification"** means the level, grade or class assigned by this Agreement to a position in a particular field of work.

(c) **"FWC"** means Fair Work Commission or successor.

(d) **"Employee"** means a person employed by the Employer and eligible to be a member of HACSU.

(e) **"Employer"** means the Department of Health and Human Services or its successor(s). As set out in **clause 11.1** the Government has determined that during the life of this Agreement many of the services covered by this Agreement will be transferred to providers who will become successor Employers and this Agreement will continue to apply as set out in **clause 11.16**.

(f) **"FW Act"** means *Fair Work Act 2009* (Cth) or successor legislation.

(g) **"Fixed term Employee"** means an Employee who is temporarily employed for a specified term or task.

(h) **"Group home"** means a house or unit where one or more individuals with a disability are supported by Employees.

(i) **"Government"** means the State Government of Victoria

(j) **"HACSU"** means Health and Community Services Union (Health Services Union Victoria No. 2 Branch).

(k) **"NES"** means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth) or successor.

(l) "**Parties"** means Employees, HACSU, Government, Employer or its successor(s).

(m) **"Partnership Model"** means the range of matters and workforce protections governing the transfer of the Government's disability services to non-government disability service providers as expressed in the February 2018 Memorandum of Understanding (MOU) between HACSU and the Government. The Partnership Model runs from 1 January 2018 to 31 December 2025.

(n) **"Provider"** means a non-government disability service provider who will become a successor Employer during the life of this Agreement.

(o) **"Qualifications"** includes skill and experience.

(p) **"Registered health practitioner"** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).

(q) "**Salary**" means the remuneration specified in **clause 22** and **Schedule J** in respect of a position.

(r) **"Spouse"** shall be deemed and taken to include the partner of a de facto marriage, proof of which is to be established on the provision of reasonable evidence, such as a statutory declaration, that the Employee and de facto partner are normally accommodated as a family unit and shall include same sex partners. (See also definition of **'Substantially dependent spouse'**).

(s) **"Department"** means the Department of Health and Human Services.

(t) **"Substantially dependent child"** means a child under the age of 16 years, or a student under the age of 21 years if attending full-time at a school, college or university.

(u) **"Substantially dependent spouse"** means a spouse, including same sex partners, whose total income, including income in addition to salary and wages, is less than the adult minimum wage rate for Victoria as decided from time to time by Fair Work Commissioner its successor.

(v) **"Total emolument"** means the total remuneration payable to an Employee when all allowances to which such Employee is entitled are taken into account in addition to the salary or wage payable to such Employee.

(w) **"Union"** means Health and Community Services Union (Health Services Union Victoria No. 2 Branch).

(x) "**VPSC**" means the Victorian Public Sector Commission

10. ANTI DISCRIMINATION

10.1 It is the intention of the respondents to this Agreement to achieve the principal object in **section 3** of the FW Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate unlawful discrimination as defined under applicable Commonwealth and State legislation, including on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction, social origin or defence services.

10.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operations are directly or indirectly discriminatory in their effects.

10.3 Nothing in this clause is taken to affect:

(a) any different treatment (or treatment having different effects) which is specifically exempt under the Commonwealth or State anti-discrimination legislation;

(b) an Employee, the Employer or a registered Organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

(c) the exemption in **section 772(2)** of the FW Act.

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

11. Transfer of Services

11.1 The Government has determined to transfer its public disability services, specifically Supported Independent Living (SIL) and Short-Term Accommodation and Assistance (STAA), that is, disability accommodation and respite services (excluding disability justice/forensic services, and the SIL services for the residents of the former Sandhurst Centre) to the non-government disability sector.

11.2 Should Government subsequently determine to divest Disability Forensic Assessment and Treatment Service (DFATS), Disability Justice Services (Disability Justice Case Management and Specialist Forensic Accommodation Services), SIL services for the residents of the former Sandhurst Centre, and any other in scope services that are unable to be delivered through the Partnership Model:

(a) there will be negotiations with HACSU about the conditions for any transfer;

(b) the transfer incentives in **clause 23.2** and the conditions in **clauses 11.19 - 11.23** will apply.

Secondment Period

11.3 **Section 205** of the Disability Act 2006 (Vic) allows the Secretary of the Department to "make available to a disability service provider providing disability services the services of any person or class of persons employed in the Department under the Public Administration Act 2004." This enables Employees to be directly managed by the providers, whilst the DHHS remains their Employer.

11.4 **Section 205** Employees retain all the rights and benefits afforded to them by virtue of this employment relationship, which includes coverage by this Agreement.

11.5 From 1 January 2019 until 31 December 2020 the Secretary will second Employees described in **clause 11.1** to providers (the Secondment Period)

11.6 New Employees that commence employment during this period will be employed under the same arrangements, except that they will not be eligible for redundancy or incentive payments at the point of transfer of business to the providers. These new Employees will receive an appointment letter to reflect these arrangements and a summary of the matters to be covered by that appointment letter is included at **Schedule H**.

11.7 During the secondment period the Government remains the Employer of **section 205** Employees. As the Employer in this model, the Government retains the right to inspect the workplace at any given point during this period. Government retains a strong oversight role for the following:

a) Quality oversight role for a transition period.

b) Engagement in major disciplinary matters.

c) Contract management with providers for service quality.

11.8 This role would be supported by administrative arrangements within the Department to manage Employees secondment arrangements (i.e. tracking Employees movements, entitlements, adequacy of secondment arrangements).

11.9 The provider(s) will be responsible for managing day-to-day service delivery, including:

a) Managing NDIS price and demand risks

b) The development of operational practice and procedures for service delivery (i.e., new service plans, complaint processes, day to day direction and control of Employees)

c) Practice level Employee management responsibilities (e.g., professional learning and development, but excluding dismissal powers)

d) Client and family engagement

e) Client service plan development and administration

11.10 Seconded Employees will have their hours of work that applied prior to the secondment maintained following secondment. Future change will only be in accordance with the provision of this Agreement and the replacement Agreement(s).

11.11 Seconded Employees will have their classification structures and modes of employment maintained following secondment. Future change will only be in accordance with the provision of this Agreement and the replacement Agreement(s).

11.12 Where an Employee is filling a position on a time-limited contract basis and it is clear that the position is vacant or is likely to be vacant, consistent with **clause 15.8** of this Agreement, that Employee shall be seconded as an ongoing Employee.

Voluntary Departure Packages (First Phase)

11.13 The Government will as soon as practical make a concerted effort to obtain favourable ATO advice in respect to tax treatment of the proposed limited number of voluntary departure packages to be offered at the time of secondment and HACSU will be consulted in this process. In the event that the parties are satisfied that favourable tax treatment is likely to be available expressions of interest will be called for a limited number of voluntary departure packages with a particular focus on those with longer service. The number of packages available will be limited to up to 5% of the eligible workforce (i.e. those within scope who are also eligible for voluntary departure package) at the time of secondment. There will be consultation between the parties in respect to implementation and other criteria.

Transfer to Providers

11.14 On or from 1 January 2021, the Employees in the services described in **clause 11.1** will transfer to the provider(s).

11.15 This period involves the transfer of all **section 205** Employees to direct employment by the relevant provider(s). The transfer will take place after the provider makes an offer of employment to the Employee and the Employee accepts that offer of employment. Employees will receive an appointment letter to reflect these arrangements and a summary of the matters to be covered by that appointment letter is included in **Schedule H**.

11.16 This Agreement shall transmit to the new Employer in respect of all transferring Employees as per **section 311** of the FW Act or its successors.

11.17 New Employees employed to replace a transferred Employee and engaged from point of transfer and prior to the nominal expiry date of this Agreement, being 30 June 2022 ("replacement Employees"), will be employed on terms and conditions including the terms of this Agreement. Any replacement Employee shall continue to receive terms and conditions of this Agreement until that agreement is replaced by an agreement negotiated with them. Replacement Employees will not be eligible for the incentive payment or voluntary redundancy.

11.18 All transferring Employees who are members of "defined benefits" superannuation schemes shall have their membership of these schemes protected and the capacity to access their superannuation benefits into the future as if no transfer had occurred, for as long as the transferred Employee remains employed by a recipient provider who has been declared as an *'employing authority'* under **section 90A** of the State Superannuation Act 1988 (Vic). The Government will consult with HACSU to implement the declaration process.

11.19 All transferring Employees will have all their leave entitlement accruals (personal leave, annual leave, long service leave and sub-leave) protected and transferred to the provider and Employees will receive a statement of their entitlements. Furthermore, these Employees shall have the capacity to access these entitlements into the future as if no transfer had occurred for as long as they remain employed by that provider.

11.20 Transferred Employees will have their hours of work that applied prior to the transfer maintained following transfer. Future change will only be in accordance with the provisions of this Agreement and the replacement Agreement(s).

11.21 Transferred Employees will have their classification structures and modes of employment maintained following transfer. Future change will only be in accordance with the provision of this Agreement and the replacement Agreement(s).

11.22 All transferring Employees will have all prior service recognised for all purposes.

Voluntary Department Packages (Second Phase)

11.23 Expressions of interest will be called for a limited number of voluntary departure packages with a particular focus on those with longer service. The number of packages available will be limited to up to 10% of the eligible workforce (i.e. those within scope who are also eligible for voluntary departure package) at the time of transfer. In the event that packages are not offered at time of secondment, see **clause 11.13**, the number of packages will be increased to up to 15% of the eligible workforce. There will be consultation between the parties in respect to implementation and other criteria. An Employee who refuses an offer of employment with a recipient provider will be offered redeployment in accordance with this Agreement and policy except to the extent the policy is inconsistent with this Agreement. However, an Employee who fails to accept a suitable offer of employment with a new provider may be ineligible for a redundancy package. Redeployment opportunities across the Victorian Public Service (VPS) will be facilitated and the details of these arrangements shall be the subject of further discussions between HACSU and Government.

Change Management

11.24 In recognition of the fact that the Partnership Model for future service delivery constitutes major service reform and workforce structural change, the Government agrees that intensive support will need to be provided to the affected Employees. This is essential to enable a smooth transition for all parties affected by the transfer, including the transferring workforce, NDIS participants and the provider(s).

11.25 A working party will be established under this Agreement which will have representation from the Government, the providers and HACSU to manage issues which arise in the transition ("Working Party"). The Working Party will operate throughout the period prior to July 2022 to monitor the implementation of the Partnership Model and this Agreement, facilitate secondment and transfer and consider matters relevant to the transition to the NDIS. The Working Party may identify and discuss matters relevant to the finalisation of the replacement Agreement(s).

11.26 To support the major service reform the following will be provided:

During the secondment period the Department will provide:

a) to all seconded Employees, at least 32 hours of paid time for the purposes of consultation with HACSU officials;

b) in the case of a nominated HACSU delegate, at least 64 hours paid consultation time.

12. INTRODUCTION OF CHANGE

12.1 This clause applies if the Employer:

(a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

(b) proposes a change that would not be considered a major change, but may have a significant effect on an Employee;

12.2 If the Employer proposes to alter roster arrangements that affect Employees, the provisions in the roster change clause (**clause 27**) shall apply.

12.3 In this clause:

(a) **relevant Employees** means the Employees who may be affected by a change referred to in **clause 12.1**.

(b) **significant effects** includes but is not limited to:

(i) termination of employment

(ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing) or skills required;

(iii) alteration of the number of hours worked and/or reduction in remuneration;

(iv) outsourcing, for example, contracting out a service, or part thereof;

(v) changes to an Employee's classification, position description, duties or reporting lines;

(vi) the need for retraining or relocation/redeployment/transfer to another site or to other work;

(vii) removal of an existing amenity;

(viii) the removal or reduction of job opportunities, promotion opportunities or job tenure.

(ix) changes that materially impact on an Employee's workload.

(c) **major change** includes but is not limited to:

(i) the termination of the employment of Employees;

(ii) changes to composition, operation or size of the Employer's workforce or to the skills required of Employees;

(iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(iv) the alteration of hours of work; or

(v) the need to retrain Employees; or

(vi) relocation of Employees to another workplace; or

(vii) the restructuring of jobs.

Introduction of change

12.4 Notification

For a change referred to in **clauses 12.1(a)** and**12.1(b)**:

(i) the Employer must notify the relevant Employees of the proposal to introduce the major change; and

(ii) **Clauses 12.4 to 12.10** apply.

(b) The purpose of the notification is to facilitate a consultative process that provides Employees and HACSU with a genuine opportunity to influence the outcome of the decision making process.

12.5 In addition to HACSU, the relevant Employees may appoint another representative for the purposes of the procedures in this term.

12.6 The Employer must recognise HACSU as a representative of the relevant Employee(s).

12.7 If a relevant Employee appoints, or relevant Employees appoint, another representative apart from HACSU for the purposes of consultation and the Employer is advised of the identity of the representative the Employer must recognise the representative.

12.8 Immediately after deciding to propose a change, the Employer must:

(a) notify the relevant Employees and HACSU of the proposal to introduce the major change;

(b) discuss with the relevant Employees and HACSU

(i) the introduction of the proposed change including reasons for the proposed change; and

(ii) the effect the proposed change is likely to have on the Employees; and

(iii) measures the Employer is taking to avert or mitigate the adverse effect of the proposed change on the Employees; and

(c) for the purposes of the discussion provide, in writing, to the relevant Employees and HACSU:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the Employees; and

(iii) any other matters likely to affect the Employees; invite the relevant Employees and HACSU to give their views about the impact of the change (including any impact in relation to work/life balance for relevant Employee(s)).

12.9 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees. The Employer, Employee(s) and/or HACSU may enter into an arrangement for the Employer to disclose such information on the basis that it will not be distributed to any other person or organisation.

12.10 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employee(s) and/or HACSU and provide a written response to specific issues raised.

13. DISPUTE SETTLING PROCEDURES

13.1 **Resolution of disputes and grievances**

(a) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the NES, 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.

(b) This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

(c) The Employer or an Employee covered by this Agreement may choose to be represented at any stage by a representative, including a union representative or Employer's organisation.

13.2 **Obligations**

(a) 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 expeditiously.

(b) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, 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.

(c) 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.

13.3 **Agreement and dispute settlement facilitation**

(a) For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen Employee representative is another Employee of the Employer, he/she must be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable her/him to represent Employees concerning matters pertaining to the employment relationship including but not limited to:

(i) Investigating the circumstances of a dispute or an alleged breach of this Agreement or the NES;

(ii) Endeavouring to resolve a dispute arising out of the operation of the Agreement or the NES; or

(iii) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

(b) The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the Employer.

13.4 **Discussion of grievance or dispute**

(a) The dispute or grievance must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).

(b) If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure**.**

13.5 **Internal process**

(a) If the Employer has an internal grievance process the Employee may elect to have the matter dealt with in accordance with that process. Whether or not the Employee elects to utilise such a process the dispute may be dealt with in accordance with the other sections of this clause.

13.6 **Disputes of a Collective Character**

(a) The parties covered by the agreement acknowledge that disputes of a collective character concerning more than one Employee may be dealt with more expeditiously by an early reference to FWC.

(b) No dispute of a collective character may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWC.

13.7 **Conciliation**

(a) Where a dispute or grievance is referred, a member of FWC shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute or grievance.

(b) This may include arranging:

(i) conferences of the parties to the dispute or their representatives presided over by the member; and

(ii) for the parties to the dispute or their representatives to confer among themselves at conferences at which the member is not present.

(c) Conciliation before FWC shall be regarded as completed when:

(i) the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or

(ii) the member of FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or

(iii) the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

13.8 **Arbitration**

(a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that FWC proceed to determine the dispute or grievance by arbitration.

(b) Where a member of FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.

(c) Subject to **clause 13.8 (d)** below, the determination of FWC is binding upon the persons covered by this Agreement.

(d) An appeal lies to a Full Bench of FWC, with the leave of the Full Bench, against a determination of a single member of FWC made pursuant to this clause.

13.9 **Conduct of Matters Before FWC**

(a) Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the FW Act.

14. WORKFORCE PARTICIPATION, INFORMATION AND DELEGATES' RIGHTS

14.1 **Introduction**

(a) The parties are committed to ensuring proper consultation occurs in the workplace.

(b) Consultation means providing Employees with the opportunity to have a genuine say about work related issues and an opportunity to influence decision-making that affects them at work.

(c) The purpose is to ensure that the workforce is well informed and has dialogue about matters of mutual interest, are able to engage in discussion on Employer initiatives, and have the capacity to raise and resolve issues of concern.

(d) Workforce participation and consultation is essential for the effective and efficient overall service delivery. It is recognised that Employees have made a significant and positive contribution to the support and developmental opportunities for people with disabilities. This has been central to quality service delivery outcomes.

(e) HACSU delegates hold a vital position in assisting Employees to participate in workplace consultation and in dispute resolution with the Employer. To assist in maintaining the settlement of disputes and preventing and resolving further disputes about matters pertaining to the employment relationship, HACSU delegates will be involved in workplace consultation and issue resolution as provided for in this Agreement.

14.2 **Facilitating Participation**

(a) Either time release or paid time (includes time in lieu) and, where necessary, appropriate backfill should be utilised at the workplace to facilitate representatives' participation in accordance with the Agreement.

(b) Reasonable access to time release or paid time will be determined where delegates seek prior approval to be released from normal duties. The parties will consult as to the appropriate arrangements to apply and agreement shall not be unreasonably withheld.

14.3 **Arrangements for Consultative Committees**

(a) Formal consultative arrangements through consultative committees will be maintained (**Committees**).

(b) The Committees will consist of an equal number of nominated HACSU and Employer representatives. Employer representatives shall be of sufficient seniority and hold the necessary delegated authority to discuss and conclude agreement on issues.

(c) The Committees will meet at least every second month, unless agreed otherwise by the parties, and deal with issues of service delivery, OH&S issues, rostering and workplace change issues, Employees' professional development and training needs, workforce recruitment and retention, processes to enhance resolution of Employee grievances and other matters raised by participants.

14.4 **Time of Attendance at Consultative Committee Meetings**

(a) Delegates will be given every opportunity to participate in the Committees and will be provided with transport or mileage compensation at agreement rates and time release or paid time to attend Committee meetings. Where an Employee attends a Committee meeting on their rostered day off, time in lieu or paid time will be granted for the time of attendance plus reasonable travelling time.

(b) Delegates will be provided with reasonable time to report back to members. This may be by meetings or newsletter as decided by Delegates.

14.5 **Central Consultative Committee**

(a) Each Employer and HACSU shall maintain a Central Consultative Committee (CCC) to facilitate consultation on matters concerning the implementation and application of this Agreement and the matters in **clause 14.3 (c)**. The CCC(s) shall be additional to the Working Party established in accordance with **clause 11.25**.

(b) Where matters are not resolved they may be dealt with under the Disputes Settlement Procedure.

(c) The Employer and HACSU shall issue agreed implementation bulletins to enhance consistent implementation of the Agreement.

14.6 **Disability Workplace Consultative Committees**

(a) A disability workplace consultative committee for particular geographical locations may be established by agreement between the Employer and HACSU. HACSU and the Employer shall not unreasonably refuse a request by the other party for the establishment of a disability workplace consultative committee. A dispute about the establishment of a disability workplace consultative committee shall in the first instance be referred to the CCC and then if necessary dealt with under the Disputes Settlement Procedure. The existing committees in respect to Colanda Centre, Disability Forensic Assessment and Treatment Services and Plenty Residential Services shall be maintained unless there is agreement between the Employer and HACSU that they are no longer required.

(b) Matters that are unable to be resolved will be referred to the CCC for resolution in the first instance, then if necessary through the disputes resolution procedure set out in **clause 13**.

14.7 **Training**

(a) Managers and delegates will be eligible to receive training on effective workplace consultation, covering matters including effective consultative arrangements, communication and issue resolution.

(b) The Employer will also support a HACSU program for selected HACSU delegates who are accredited trainers, to deliver intraregional training and mentoring programs aimed at supporting new delegates participating in agreed workplace consultative structures, including training on conflict and grievance resolution. The Employer will provide time release or paid time for those delegates to participate in the program.

14.8 **Union Representatives/Delegates Rights - General Provisions**

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

(b) With rights come responsibility. Workplace HACSU delegates need to act in good faith, and to do the best they can for their colleagues and the services they provide. Delegates need to consult the Employer about the application of time release or paid time required to facilitate workforce participation and consultation.

(c) Recognition and Respect:

(i) HACSU representatives/delegates will be provided with reasonable time release or paid time to perform their role under this Agreement, including assisting Employees raise and resolve grievances.

(ii) Workplace representatives should be allowed reasonable time to consult with their colleagues on the issues raised and to prepare a response for the Employer and/or the consultative meetings.

(iii) The position of HACSU representative/delegate is recognised as a proper representative of members in the workplace.

(iv) Consultation by the Employer is to be undertaken prior to decisions being taken which impact on Employees.

(v) The Employer will promptly respond to all issues raised by the delegates.

(vi) The employment circumstances of a HACSU 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.

(d) Facilities

(i) HACSU representatives/delegates will be provided by the Employer with:

(A) 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 on a day-to-day basis.

(B) Where practicable access to private office space for the exclusive use of HACSU delegates.

(C) Reasonable access to basic communication and information resources including telephone, fax, email, internet, photocopier and stationery.

(D) Where practical a lockable cabinet in which to keep HACSU information and records in the workplace.

(E) Access to all relevant information, including but not limited to; appropriate awards, agreements, job descriptions, Employer/service policies, budget allocation and workforce profile information.

(e) Provision of Information in the Workplace

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

(A) The opportunity to address new Employees as part of their formal orientation/induction to the workplace.

(B) Subject to prior notice and availability, access to a private room of sufficient capacity to hold meetings of members.

(C) Subject to prior notice and agreement, during working hours HACSU may call meetings of Employees to discuss matters arising under this Agreement and other matters which pertain to the employment relationship. Employees will be able to freely attend these meetings.

(D) Each worksite to be provided with a notice board reserved exclusively for HACSU information measuring no less than 600mm x 450mm. Larger notice boards shall be provided, where practical.

(E) The right to address/talk to any Employees covered by this Agreement during working hours.

(F) Collective organisation, bargaining and workplace participation through HACSU membership is encouraged within the industry. The Employer will provide new Employees with information provided by HACSU regarding these issues at the commencement of employment.

(f) Access to Paid Union Education and Participation Leave

(i) Subject to agreement in relation to specific accredited training courses, HACSU representatives/delegates will be provided with:

(A) In addition to existing Trade Union Training Leave entitlements access to reasonable periods of time release or paid time for attendance at union training courses.

(B) Special consideration for the needs of country delegates in being able to access union training that includes additional time release or paid time that recognises pre and post travelling requirements.

(C) Time release to attend Branch Committee of Management meetings and the annual Delegates Conference and other forums as agreed.

14.9 **Workforce Access to Information and Electronic Communication**

(a) In order to facilitate consultation and the avoidance and resolution of disputes:

(i) Employees may make reasonable use of the Employer's email system to communicate with HACSU and their delegates;

(ii) HACSU may make reasonable use of the Employer's email so as to communicate with its members.

(b) The Employer will provide a page on its internal website (intranet), where the Employer has such a website, where the union can post notices and other information about union activities. The Employer will grant access for the union to update the information on the site. The page will be linked to the home page of the intranet in a place that is clearly visible to Employees visiting the home page.

(c) Use of the Employees email, Internet and Intranet is to be in accordance with the Employer's guidelines and policy.

(d) The Employer shall provide to Employees the appropriate training required to access its internal website (intranet) where the Employer has such a website.

PART 3 – EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

15. COMMITMENT TO SECURE EMPLOYMENT

15.1 **Introduction**

(a) The Employer believes that an ongoing and secure workforce best meets the needs of clients. To that end, the Employer will encourage a move from casual and fixed term arrangements to more secure employment arrangements where possible.

(b) The Employer is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Employer. As such, full time direct and ongoing employment is a guiding principle of this Agreement.

(c) The Employer will take all reasonable measures to achieve employment security for direct permanent Employees of the Employer, to protect and enhance health and safety and their terms and conditions of employment.

15.2 **Contracted Services**

(a) In order to meet the objectives to secure employment in **clause 15.1** above the following shall apply

(b) In the event of a decision by the Employer to engage contractors or labour hire Employees to perform work covered by the Agreement the Employer shall consult and provide relevant information to Employees and their representatives. This consultation requirement does not apply to the use of third parties for short term back fill.

(c) To ensure continuity of support of residents is maintained, wherever possible the engagement of contractors and labour hire can only be used when an active or preferred casual is not available.

(d) The Employer will ensure contractors or labour hire Employees engaged to undertake work covered by the scope of this Agreement will be paid an hourly rate (and daily rate consistent with the minimum shift length provision in this Agreement) and allowances no less than the applicable rates in this Agreement.

15.3 **Modes of Employment**

15.4 **Full-time employment**

(a) A full-time Employee shall be employed for 76 hours per fortnight averaged over the relevant roster cycle.

15.5 **Part-Time Employment**

(a) Employees employed as part-time must be employed subject to the following:

(i) each Employee shall be employed for a minimum of 15.2 hours and a maximum of 70 hours per fortnight;

(ii) each Employee shall work a fixed and constant number of hours over a roster cycle unless varied by mutual agreement or in accordance with the Agreement;

(iii) the normal fortnightly hours of a part-time Employee may be averaged across a roster cycle;

(iv) to the extent that it is reasonable and practicable, payment of the salary for the fixed ordinary hours will be averaged across the roster cycle;

(v) Employees may elect to be paid for actual hours worked in each fortnight.

(vi) the salary and applicable allowances for part-time Employees shall be calculated pro-rata, having regard to the normal fortnightly hours of duty of a full-time Employee of the same or similar classification.

(vii) part-time Employees shall be paid all entitlements and benefits, including Superannuation, applicable to them calculated on the basis of actual hours worked.

(viii) part-time Employees shall be advised on their appointment of the actual numbers of hours it is envisaged that they will be regularly rostered to work.

(ix) this clause does not affect the right of the Employer from altering such hours in accordance with the terms of the Agreement.

15.6 **Casual Employment**

(a) Casual Employees shall be employed only in response to unforeseen events such as filling gaps in rosters caused by personal leave, unpredictable or other short term absences. Casual employment is not to be used in circumstances where the work undertaken is of an ongoing and predictable nature.

(b) **Casual Employees - Payment on Engagement of Employment**

A casual Employee shall be employed at the classification level of the person being replaced provided the Employee holds the relevant qualification for that position. Where the relevant qualification is not held, then the casual Employee shall be paid in accordance with the disability specific, or agreed equivalent qualification held.

(c) A casual Employee shall be employed for no less than three and a half hours for each engagement having regard to:

(i) the shift pattern ordinarily worked in the work area in which he or she is employed, and

(ii) the shift of the Employee he or she is replacing, (if applicable), or, where the relevant shift is less than three and a half hours, for a minimum period of three and a half hours.

(d) Where a casual Employee is not required to remain for a minimum of three and a half hours, such Employee shall be paid as if he or she did so remain.

(e) A casual Employee shall be paid for all work done, an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 25%.

(f) In addition a casual Employee shall be entitled to receive shift allowances contained in this Agreement.

(g) The provisions of **clause 32** Recreation Leave, and **clause 34** Paid Personal/Carer's Leave shall not apply in the case of a casual Employee.

15.7 **Fixed term employment**

(a) A fixed term Employee shall be temporarily employed for a specified term, provided that, and unless otherwise stated, all of the provisions of this Agreement applying to ongoing Employees also apply to fixed term Employees. Employees who are not engaged on an ongoing basis shall only be employed to meet the following needs:

(i) to replace an Employee on approved leave;

(ii) to meet fluctuating client and staffing needs;

(iii) to undertake a specific task;

(iv) to fill a temporary vacancy resulting from an Employee undertaking a temporary assignment or secondment; and

(v) for any other purpose deemed necessary - which shall be subject to consultation with HACSU.

(b) Where an Employee is engaged to replace another Employee the period of engagement will be for the period the other Employee is absent from their position; provided that the engagement contract may provide that if the absent Employee returns earlier then the replacement Employee's contract may finish earlier.

(c) A fixed term Employee who is employed to perform a specified project will be engaged for the period of the project.

(d) A fixed term Employee who is employed to meet fluctuating client or staffing needs will be engaged for a period not less than the anticipated duration of the fluctuating client or staffing needs.

(e) An Employee engaged in a short-term capacity will be given a written contract of employment which specifies the following:

(i) the period of engagement;

(ii) whether the Employee is engaged for a specific task and the nature of the task;

(iii) whether the Employee is to replace an Employee absent from the workplace on approved leave, and the reasons for such leave; or as a consequence of an assignment or secondment;

(iv) whether the Employee is required to meet fluctuating client or staffing needs;

(v) the classification of the Employee;

(vi) the minimum number of hours to be offered per fortnight.

(f) If the term of the contract is terminated prior to the expiration of the contract, the Employer will endeavour to offer the fixed term Employee other work under a new contract.

(g) Fixed term Employees shall be afforded the same rights as to consultation as ongoing Employees. Consultation will occur with respect to changes that will have a significant effect on these Employees.

(h) Employees employed on a fixed term basis shall have continuity of service for all purposes, including all leave accumulation, from one contract period to the next, as if such Employees are ongoing Employees.

(i) Fixed term Employees will be employed on the standard fixed term employment contract across all operations of the Employer.

15.8 **Recruitment to Fixed Term Positions**

(a) Where a fixed term position which is of three (3) months or more duration arises within an existing staffing profile, the Employer will take action to advertise and fill the fixed term position.

(b) The Employer will within 14 days of the fixed term position arising advertise the position wherever possible.

(c) The Employer will maintain reports of all advertised fixed term positions. Where requested, HACSU will be provided with access to the reports.

(d) When a position is filled through a fixed term position, the hours in the position must not be split between one or more fixed term contracts (other than by agreement).

(e) The following process applies to advertising and filling the fixed term position:

(i) The fixed term position will be advertised to the group home where the vacancy arises and the geographical area in which the group home is located and the Employer will call for an expression of interest.

(ii) In determining who fills the fixed term position, there will be a merit-based selection process.

(f) In circumstances where a fixed term contract is extended and the position becomes vacant the Employer must take action to appoint an Employee to a vacant position without the position being advertised where:

(i) The Employee was selected through a merit-based selection process for a position at the same classification of the vacant position currently occupied. For a casual Employee, the initial casual intake interview meets the requirements of merit-based selection; and

(ii) The Employee has satisfactorily and continuously performed the duties of the current vacant position as a fixed term Employee or on higher duties in the position for at least the preceding six (6) months; and

(g) There is a foreseen operational requirement for the position to be continued to be performed

(h) An Employee will not be appointed to a vacant position on a time limited basis where foreseen operational requirements are that the position continue to be performed (other than to provide short term relief while the Employee selection process is underway).

(i) As a matter of routine, the Employer will not engage casual Employees against ongoing vacant roster lines.

(j) In order to avoid disputes the parties agree to discuss any cases that do not meet the criteria in **clause 15.8 (f)** and where it is considered special circumstances exist. Accordingly, the Employer shall consider any individual circumstances of an affected Employee referred to it by HACSU.

(i) Employees employed on a fixed term basis where there is no break in employment shall have continuity of service for all purposes, including all leave accumulation, from one contract period to the next, as if such Employees are ongoing Employees. Where there is a break in employment, normal provisions relating to prior service will apply.

15.9 **Conversion of employment type**

(a) Subject to agreement between the Employer and Employee, an Employee may change their mode of employment from full or part time employment to casual employment without the necessity of resignation and reappointment. Notwithstanding this clause the transfer to insecure modes of employment is not encouraged and approval will usually be considered only in exceptional personal circumstances.

(b) Subject to agreement with the Employer the change may be time limited.

(c) An Employee changing employment modes in accordance with **clause 15.9 (a)** may elect in writing to have accrued leave credits dealt with in the following manner:

(d) Annual and Substituted Leave

(i) the leave credits are retained (banked) and the Employee shall be entitled to take such leave at later time and be paid at ordinary rates of pay with any applicable leave loading.

(e) Personal Leave

(i) Personal leave credits are retained and may only be utilised during subsequent periods of full time or part time employment.

(f) Long Service Leave

(i) Long Service leave credits are retained and the Employee shall be entitled to take such leave at a later time in accordance with the Long Service Leave provisions.

15.10 **Accumulation of entitlements**

(a) All Employees (including full-time, part-time and fixed term Employees) shall commence accruing all leave entitlements from the date of commencing employment.

(b) For periods of employment of less than one month's duration, Employees shall be paid accrued recreation leave entitlements on a pro rata basis from the date they commenced employment.

15.11 **Pay Advice**

(a) Payslips will include:

(i) The Employer's superannuation contribution: The pay slip will display the Employer's compulsory contribution as required by the Superannuation Guarantee Charge (SGC); and

(ii) Recreation leave and personal leave credits: For part-time Employees, additional ordinary hours will be included in the calculation of leave entitlements on a per day basis and displayed as part of total leave credit. The part-time recreation leave and personal leave calculations will be as in **clause 32.2** and **clause 34.2** respectively.

(b) Pay advices will detail salary payments, allowances, penalties, and leave balances. Improvements to pay advice will be the subject of ongoing consultation at the CCC.

15.12 **Recruitment to positions**

(a) Job opportunities must be advertised across workplaces in a manner that can reasonably be expected to inform all Employees including casuals.

(b) The internal advertisement must include details of the position classification, hours, location and any key particulars of the position (for example working in a respite service).

(c) Where vacancies occur at the existing DDSO Levels 1, 1Q,2, 2A, 3 and 3A, they shall be advertised as such and the successful applicant will be appointed to the appropriate pay rate/classification. Internal applicants will be considered in the first instance (noting the process for base grade positions is set in **clause 15.13**). Appointment to a DDSO 2A or 3A classification will be based on job requirements and classification standards and not solely on qualification.

(d) The parties are committed to ensuring that the number of higher qualified Employees increases. The parties recognise that Employees qualified at the Advanced Diploma of Disability Work level are appointed to more complex areas of care. This includes

forensic services, client services, outreach services, and residential services, which provide care to clients with high medical needs, challenging behaviours and complex care needs.

15.13 **Recruitment to Ongoing Vacant Positions**

(a) Where an ongoing vacancy arises, or where there is a requirement for additional hours to be filled, within an existing staffing profile the Employer will notify HACSU.

(b) Within 14 days the Employer will take action to advertise and fill the vacant position or commence a roster review. If the filling of the vacancy is delayed pending a roster review then action will be taken to advertise the position within 14 days of the completion of the roster review.

(c) In some circumstances this process will occur concurrently with a roster review.

(d) The following process applies to advertising and filling all base grade vacancies:

(i) In the first instance, the vacancy will be advertised to the group home where the vacancy arises and the geographical area in which the group home is located and the Employer will call for an expression of interest. (Note: where there are a substantial number of vacancies or other reasons the Employer may seek to externally advertise concurrently with this process. In these circumstances HACSU will be notified.)

(ii) In determining who fills the vacant position, the following principles are to be applied:

(A) Full-time and/or part-time Employees in the group home where the vacancy arises will be given priority to the vacant position or the additional hours.

(B) In circumstances where a full-time and/or part-time Employee in the group home where the vacancy arises does not express interest in the vacant position (or criteria in (iii) are not met), familiar casual Employees in the group home where the vacancy arises will be given priority to the vacant position. Familiar casual Employees for the purpose of this clause are casuals who have worked at the group home where the vacancy arises on a regular basis during the 12 months prior to the vacancy occurring.

(C) In circumstances where a full time, part-time and/or casual Employee in the group home where the vacancy arises does not express interest in the vacant position, full-time and/or part-time Employees in the geographical area where the vacancy arises will be given priority to the vacant position.

(D) In circumstances where a full-time and/or part-time Employee in the group home or geographical area where the vacancy arises or a casual Employee in the group home where the vacancy arises does not express interest in the vacant position, casual Employees in the geographical area where the vacancy arises will be given priority to the vacant position.

(E) To be eligible to participate in the expression of interest Employees must have participated in a merit based selection process at level. For a casual Employee the initial casual intake interview meets the requirements of merit based selection; and

(F) The process above can occur concurrently but the outcome will be determined in accordance with the hierarchy above.

(G) Where there is more than one person expressing an interest in a particular role there will be a merit selection process to determine the most suitable candidate.

(H) Where only one staff member express an interest the appointment is subject to satisfactory performance conducted through a referee check.

(iii) Notwithstanding **clause 15.13 (d)(ii)**, part-time Employees will be entitled to increase their contracted hours, subject to the following:

(A) Full-time positions cannot be split for the purpose of increasing a part-time Employee's hours of work;

(B) Subsequent changes in rosters are to occur at no net additional cost;

(C) Any residual hours do not result in a breach of the minimum hours for part-time Employees;

(D) The residual hours would be unreasonable;

(E) Any roster changes are agreed by the affected Employees; and

(F) There is no diminution in the number of qualified Employees.

(e) If an Employee does not provide an expression of interest in accordance with the above, the vacant position must be advertised externally.

15.14 **Right to request casual conversion**

(a) A person engaged by the Employer as a casual Employee, other than an irregular casual Employee, after a sequence of periods of employment during a period of 9 months may request that their employment be converted to ongoing full-time or part-time employment.

(b) An irregular casual Employee is one who has been engaged to perform work on an occasional, non-systematic or irregular basis.

(c) A casual Employee who has worked an average of 38 or more hours a week in the period of 9 months' casual employment may request to have their employment converted to ongoing full-time employment.

(d) A casual Employee who has worked at the rate of an average of less than 38 hours a week in the period of 9 months' casual employment may request to have their employment converted to ongoing part-time employment consistent with the pattern of hours worked during that period.

(e) Any request under this clause must be in writing and provided to the Employer.

(f) Where a casual Employee seeks to convert to ongoing full-time or part-time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.

(g) Reasonable grounds for refusal include that:

(A) it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this agreement; –

(B) it is known or reasonably foreseeable that the casual Employee's position will cease to exist within the next 6 months;

(C) it is known or reasonably foreseeable that the hours of work which the casual Employee is required to perform will be significantly reduced in the reasonably foreseeable future to less than 38 hours per week (for a full-time Employee) or less than the average hours worked over the preceding six months as a casual Employee;

(D) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the reasonably foreseeable future which cannot be accommodated within the days and/or hours during which the Employee is available to work; or

(E) the Employee is an irregular casual.

(h) Where the Employer refuses a casual Employee's request to convert (other than where the Employee is an irregular casual), the Employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure of this agreement.

(i) Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Employer and Employee must discuss and record in writing:

(j) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.

(A) the form of employment to which the Employee will convert – that is, ongoing full-time or part-time employment;

(k) Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of the Employer.

(l) A casual Employee must not be engaged and/or re-engaged (which includes a refusal to re-engage), or have his or her hours reduced or varied, in order to avoid any right or obligation under this clause.

(m) Nothing in this clause obliges a casual Employee to convert to full-time or part-time employment, nor permits an Employer to require a casual Employee to so convert.

(n) Nothing in this clause requires an Employer to increase the hours of a casual Employee seeking conversion to full-time or part-time employment.

(o) An Employer must provide all casual Employees with a copy of the provisions of this subclause within the first 9 months of the Employee's first engagement to perform work.

(p) A casual Employee's right to convert is not affected if the Employer fails to comply with the notice requirements in **clause 15.14 (n)**.

16. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

16.1 **Individual Flexibility Arrangements**

(a) An Employee and an Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the Employee and Employer. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.

(b) An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:

(i) Taking of long service leave in single days (**clause 37**)

(ii) Taking of annual leave in single days (**clause 32**)

(iii) Public Holidays (**clause 38**) the Employer and Employee may agree to substitute another day for any prescribed in this clause for recognised day/s of religious significance.

(c) An Employee may nominate a representative including HACSU to assist in negotiations for an individual flexibility arrangement.

(d) The Employer must ensure that any individual flexibility arrangement will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.

(e) The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer. If the Employee is under the age of 18, the agreement must also be signed by the Employee's parent or guardian.

(f) The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.

(g) The Employer must ensure that any individual flexibility arrangement sets out:

(i) the terms of this enterprise agreement that will be varied by the arrangement;

(ii) how the arrangement will vary the effect of the terms;

(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

(iv) the day on which the arrangement commences.

(h) The arrangement must be genuinely agreed to by the Employer and the individual Employee and not entered into under duress.

(i) The arrangement can only be entered into after the Employee has commenced employment with the Employer.

(j) The Employer must ensure that any individual flexibility arrangement:

(i) is about matters that would be permitted matters under **section 172** of the FW Act if the arrangement were an enterprise agreement;

(ii) does not include any term that would be an unlawful term under **section 194** of the FW Act if the arrangement were an enterprise agreement; and

(iii) provides for the arrangement to be terminated:

(A) by either the Employee or Employer giving a specified period of written notice, with the specified period being not more than 28 days; or

(B) at any time by written agreement between the Employee and Employer.

17. REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

17.1 An Employee may request a change in working arrangements because the Employee:

(a) is a parent, or has responsibility for the care of a child who is of school age or younger (this includes a parent returning to work after taking leave in relation to the birth or adoption of a child, and who is requesting to work part time to assist the nurse care for the child) or

(b) is a carer (within the meaning of the *Carer Recognition Act* 2010 (Cth)); or

(c) has a disability or

(d) is 55 years or older or

(e) is experiencing violence from a member of the Employee's family or

(f) provides care or support to a member of the Employee's immediate family or

(g) a member of the Employee's household, who requires care or support because the member is experiencing violence or abuse from the member's family.

17.2 Flexible working arrangements, may include, but are not limited to the following:

(a) changes to the hours of work;

(b) changes to the patterns of work (e.g. job sharing) or

(c) changes to the location of work

17.3 An Employee may, by agreement with the Employer, convert to part time employment or alter their contracted hours, subject to the following:

(a) Any such agreement shall be in writing and provided to the Employee by the Employer.

(b) Subject to the terms of the written agreement, an Employee who converts from full time employment to part time employment or alters their contracted hours may by agreement with the Employer, and subject to the reasonable business grounds, convert back to full time employment, or their previous contracted hours, at a mutually agreeable time.

(c) The conversion arrangement is subject to review every 12 months, or as agreed between the parties.

17.4 The request made by the Employee must be in writing and set out details of the change sought and the reasons for the change

17.5 The Employer must give the Employee a written response to any request within 21 days stating whether the Employer grants or refuses the request.

17.6 If the Employer refuses the request the written response in **clause 17.5** above must include details of the reasons for the refusal.

17.7 The Employer may refuse the request only on reasonable business grounds

18. PERFORMANCE AND DISCIPLINE

18.1 Employees shall be subject to the performance and discipline procedures as set out in **Schedule B and Schedule C**.

18.2 **Schedule B** concerns matters relating to an Employee's practice and performance. **Schedule B** is divided into Part A and Part B. The manager/supervisor must complete the process in Part A before referring the matter to Part B.

18.3 **Schedule C** deals with discipline matters which are deemed to be misconduct or serious misconduct.

18.4 The Employer must make an assessment about which Schedule to use having regard to the guiding principles and purpose in each Schedule. The Employer can move a matter from one Schedule to another in circumstances where further information arises which warrant moving between Schedules.

18.5 Employees involved in an investigation or discipline process shall be made aware of the availability of support through the Employer's Employee Assistance Program.

18.6 Representatives will be afforded the rights outlined in **clause 14** in carrying out their functions.

19. SUPPORTIVE WORK ENVIRONMENT

19.1 The Employer is committed to providing a supportive work environment for all Employees. The Employer values its Employees and respects and encourages their participation in decision making and client care. It encourages the development of such an environment, and in this context, the Employer and HACSU on behalf of Employees agree to:

(a) Work co-operatively to support initiatives that will reinforce the development of a supportive work environment, leading to an improved work culture;

(b) Maintain its range of promotion, education and training strategies, to ensure that work practices and local work cultures are consistent with the desired environment;

(c) Evaluate initiatives and programs designed to improve the work supportive environment.

19.2 The parties recognise that all Employees have a role in creating and maintaining a supportive work environment.

19.3 The Employer will have in place policies and initiatives that facilitate a work place culture that encourage and maintain a supportive work environment, with a focus on:

(a) Managing and valuing diversity;

(b) Equity Employment, (encompassing the provisions of Federal and State Equal Opportunity legislation). Prevention and dealing with Sexual Harassment;

(c) Prevention and Elimination of Bullying in the Workplace.

19.4 A Prevention and Elimination of Bullying in the Workplace Policy will be maintained. Both parties will work in partnership to address these specific issues as they arise.

19.5 The Employer commits to consultation with HACSU in any review of policies or the development of future policies that impact on the work covered by this Agreement.

19.6 The Employer will continue to train Employees and raise awareness in relation to these policies, as part of promoting a safe, secure and healthy work environment.

19.7 To assist Employees to resolve conflict and raise issues with their Manager/Supervisor(s) without fear of victimisation. The Employer commits to promoting existing and future complaint review processes, such as any established Grievance Process and the *Protected Disclosure*

Act 2012 (Vic) and or the *National Disability Insurance Scheme Amendment (Quality and Safeguards Commission and Other Measures) Act* 2017 (Cth).

PART 4 – SALARY AND RELATED MATTERS

20. CLASSIFICATIONS

20.1 **Entry level appointment and Automatic progression**

(a) All persons recruited at DDSO Level 1 who hold the minimum qualification of Certificate IV (Disability) or its equivalent prior to commencement of employment shall be classified at the minimum level of DDSO Level 1Q.

(b) Persons who are employed at the DDSO 1 (unqualified level) shall automatically progress to the first salary point in Level 1 (DDSO 1Q) on attainment of the minimum qualification of Certificate IV (Disability) or its equivalent.

20.2 **Pay point progression**

(a) Employees entering the structure at the first pay-point of level 1 trainee will progress through the pay-points on the basis of combined service and/or attainment of competencies through training and on job experience.

20.3 **Classification structures and standards**

(a) The classification structure and standards for this Agreement are listed in **Schedule A** of this Agreement.

(b) The salaries for the classifications and grades are listed in **Schedule J** of this Agreement.

(c) The classification standards shall be used to classify the positions of Employees in occupational categories subject to this Agreement. The classification standards consist of two components:

(i) The group standard, which provides a narrative description of work undertaken by Employees in an occupational category subject to this Agreement, and

(ii) Work level standards, which provide a typical evaluation, definition, features and typical duties for each level within an occupational category to enable positions to be classified at a particular level.

(d) Classification decisions shall be based upon a documented description of the position such as a duty statement or a position description. Jobs should be evaluated using whole-of-job evaluation:

(i) by comparison of the position description with the narrative descriptions the group and work-level standards such that a comfortable comparison can be made between the nature of work and the general standard of work expected at a particular level; and

(ii) by comparison of typical duties (and benchmark positions) to test that the job is recognised to be equal to a majority of positions at one level and better than all positions at a lower level.

20.4 **Promotion or transfer to higher classifications**

(a) An Employee who is promoted or transferred to a higher classification level in the structure will translate to the next highest ‘salary’ increment point in the new classification level and will be deemed to be at that increment for all purposes.

(b) Where an existing Employee is in receipt of a qualification allowance that will not apply after promotion or transfer due to the qualification being mandatory for the

classification the Employee has been promoted or transferred to (ie DDSO 2 with Advanced Dip - 6% Qual Allowance translating to DDSO 2A) the 'Total Current 'salary' before the promotion or transfer shall mean the level/increment salary plus the amount of the qualification allowance.

20.5 **Career Structures, Supervision and appointment of DDSO 2, DDSO 2A and DDSO 3A positions in more complex settings**

(a) Cluster and Sector Manager positions however described will be advertised as DDSO positions.

(b) DDSO level 2, 2A and 3A – more complex settings

(i) The Employer agrees to increase the number of higher classified and trained Employees within the workforce to work in more complex service settings. In addition to the environments identified in **Schedule A** of the Classification Standards, DDSO levels 2, 2A and DDSO 3A classifications shall be engaged in the following services:

(ii) Where a level 2A position does not exist as a consequence of **clause 20.5 (b)(iii)** a DDSO level 2 position must be engaged in workplaces when the single core roster at the workplace has 8 or more rostered Employees.

(iii) A DDSO level 2A and level 3A position must be engaged in all workplaces with the following function and/or characteristics

(A) A respite accommodation service (STAA).

(B) A group home with a 28 day core roster in excess of 800 hours, provided that those with an active night shift will be separately assessed against a criteria agreed between the parties to this Agreement.

(C) A group home with at least one resident on a Supervised Treatment Order (STO).

(iv) Notwithstanding the above other locations can be assessed as more complex, and requiring a DDSO level 2/2A or level 3A.

(v) The Employer will not, when reviewing the rosters, remove hours from rosters to bring them below 800 hours (in group homes which have current rosters with hours in excess of 800 hours) other than where genuine client needs dictate and not as a means of avoiding the obligations imposed by this clause. Any dispute in relation to the changing the hours to below 800 may be dealt with under the dispute resolution procedure.

(vi) The parties will undertake a process to agree those other areas/settings where the advanced qualified position shall be mandatory.

(vii) Only in these designated locations are the classifications of DDSO 2 or DDSO 2A to be backfilled at that level.

20.6 **House Supervisors**

(a) Each group home shall be managed by a full-time House Supervisor except where the Employee requests to become part-time and there is mutual agreement between the Employer and Employee.

(b) Where the House Supervisor of a group home is employed less than full-time, another Employee (the replacement House Supervisor) shall be paid an allowance equal to the difference in the hourly rate between the Employee's substantive **DDSO** classification and **DDSO Level 3** or **3A**, multiplied by the number of hours required to

bring the House Supervisor hours to 76 per fortnight. The allowance will be subject to annual increments.

(c) The role of the replacement House Supervisor will be to support the part-time House Supervisor in all aspects of their position description.

(d) The replacement House Supervisor will be merit selected from applicants already employed at the group home.

(e) If the ongoing Supervisor changes (his/her) working hours, the hours of the replacement position will be adjusted accordingly and ceased if the House Supervisor reverts to full-time duties.

(f) The allowance is only to be paid while the Supervisor's position is part-time, and on vacancy, the part-time position is to revert to full-time and the replacement position will cease.

20.7 **Disability Justice Houses/Specialist Forensic Disability Accommodation**

(a) A DDSO 2A and DDSO 4 must be engaged in Disability Justice Houses/Specialist Forensic Disability Accommodation. .

20.8 **Outreach**

(a) The minimum classification of Employees engaged in Outreach services shall be DDSO level 2A. Subject to the trainee opportunities available in '**Schedule A**' a restricted trainee DDSO level 2 may be engaged.

20.9 **Psycho Educational Trainers (PET)**

(a) The minimum classification of Employees engaged as Psycho Educational Trainers shall be the **DDSO 2A** Year 8 level.

20.10 **After-Hours Co-ordinator Disability Forensic Assessment and Treatment Service (DFATS)**

(a) There will be a supernumerary After-Hours Co-ordinator at DFATS, remunerated at **DDSO 3A**. Employees undertaking the role will be paid an allowance equivalent to the difference in their substantive salary and the 1st increment of a **DDSO 3A** for the first 12 months of their assignment. Normal incremental progression will apply thereafter. The role of the position will be broadened to undertake a full range of duties during the night shift.

21. GRIEVANCES RELATING TO CLASSIFICATION

21.1 In the event of a grievance relating to classification, the Disputes Settling Procedure contained in **clause 13** applies.

22. TRAINING

22.1 **Provision of training**

(a) Training shall be delivered by Registered Training Organisations (RTOs) wherever possible. This training should be based, where possible, on qualifications and/or units of competency in National Industry Training Packages.

22.2 **Training and Professional Development – General Principles**

(a) 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 and support for people with disabilities.

(b) This Agreement aims to focus a new effort on the promotion and delivery of training and professional development to enhance Employee career paths, reward ongoing professional development, promote the Industry as a career option for new entrants and link the learning and development of Employees to quality service standards.

(c) The agreement on training and professional development provides for a range of interlocking initiatives to place all Employees onto ongoing learning development and career pathways.

22.3 **Bridging training**

(a) When a non-direct care Employee has made a definite election to be redeployed to a direct care position such Employee shall, wherever possible, be provided with mandatory training and placement experience to become a direct care Employee.

(b) Any training or retraining made available to Employees eligible to be redeployed as a result of the implementation of service redevelopment will be conditional on the Employee confirming his/her decision to accept a particular position at the new location or the Employer having a reasonable expectation that the Employee will be able to be redeployed. Training or retraining will also be available, at the Employer's discretion, to Employees for whom no vacant positions are available for redeployment. Such training may take the form of on-the-job training or be delivered by other mechanisms.

(c) The training needs of Employees will be identified and programs will be developed and initiated in advance of redeployment.

(d) Training and retraining plans will take account of transitional training for direct-care worker's moving between different types of disability services, retraining for non-direct care workers for direct-care roles, and retraining of Employees for administrative roles.

22.4 **Orientation and Induction training**

(a) No new Employee, including a casual Employee, will be employed in any work location until they have completed an induction program. The induction program should include, but not be limited to, the following:

(i) Person-centred active support

(ii) Practice in a human rights framework

(iii) Abuse prevention, recognition and identifying grooming behaviour

(iv) Community inclusion for people with disabilities

(v) Occupational, health and safety

(vi) Duty of care responsibilities (understanding negligence)

(vii) Administration of medication

(viii) Food handling

(b) Appropriate orientation training will be provided to each new Employee prior to commencing duties. Induction training for new, unqualified Employees, will become a component of ongoing competency - based, accredited training for trainees.

(c) An Employee undergoing such induction training shall be paid according to the time spent at training or the number of active hours that the Employee was rostered to, and would have worked had they not participated in the training, whichever is greater.

(d) In order to enhance the provision of all information about working in the services, the Employer will inform HACSU in advance of the schedule of induction and orientation programs being conducted. The Employer will invite HACSU nominees to present, in paid time, information to participants as a component of the induction/orientation program.

(e) Following commencement of employment, all new Employees, including casuals, will work their first shift with an experienced Employee prior to being expected to work on their own.

(f) Orientation and induction will be provided to Employees undertaking House Supervisor or Deputy Unit Manager assignments for the first time.

(g) A current Level 2 First Aid certificate shall be a key selection criterion for direct care Employees. Where new direct care Employees do not hold this certificate, the Employer shall provide the training so the Employee attains it. Further, the Employer shall maintain its commitment to provide regular refresher first aid training courses to Employees.

(h) Where mandatory training is newly introduced, the Employer will pay the cost for such training and it will be delivered in paid time for existing Employees.

22.5 **Training Plan**

(a) The parties will maintain a joint training plan to ensure the ongoing delivery of training and professional development of all Employees. The plan will include the commitments contained in the Agreement and the delivery of other initiatives based on the following principles:

(i) Paid access to relevant internally and externally provided training and professional development.

(ii) Training will be appropriate to the career continuum of Employees.

(iii) Training will meet the needs of specialist services and programs.

(iv) Training programs will be subjected to quality approval processes to ensure quality outcomes for clients and advancement of Employee career opportunities.

(b) The parties recognise that access to professional development and ongoing education and training opportunities can be limited for rural/regional Employees. Accordingly the training plan will include initiatives to address this situation, in particular the following will be pursued:

(i) The development of links and arrangements with education institutions to provide access to education and training for rural Employees, including the purchase of specific places from training providers by the Employer;

(ii) The removal of barriers aimed to provide equal access to training for all Employees, including access to Employer vehicles and an equipment library (laptops, modems, etc);

(iii) The development of flexible training delivery including the use of electronic communication, distance education and supporting the development of small, local Registered Training Organisations;

(iv) Assistance with cost, including the cost of conveyance.

22.6 **Training Budget**

(a) In order to implement the training initiatives provided for in this Agreement and to further enhance the work performance of Employees the Employer shall maintain a transparent budget projection and allocation process for the full implementation the Agreement, such particulars shall be regularly reported to the **CCC**.

(b) Transparent training budgets will be established by the Employer and linked directly to individual training and professional development plans.

22.7 **Access to Certificate IV (Disability) Qualification**

(a) The Employer agrees to provide unqualified Employees, including non-direct care Employees with direct opportunities to gain the minimum qualification in-service.

(b) The Employer will continue to provide for Certificate IV level traineeships for Employees in the DDSO 1 unqualified positions, funding will include backfill for off the job training components.

(c) Allocation of traineeships and implementation shall be monitored by the **CCC**.

(d) Trainees shall receive the applicable adult rates as contained in this Agreement.

22.8 **Qualification Pathways and training delivery**

(a) The parties agree that the following pathways to qualifications and career progression shall apply for all Employees:

(i) Training and assessment pathway undertaken entirely off the job;

(ii) Training and assessment undertaken entirely on the job;

(iii) Training and assessment combining on and off the job components;

(iv) Assessment only pathway, off the job;

(v) Assessment only pathway, entirely on the job.

(b) Existing Employees will be encouraged to undertake an assessment 'on the job' to gain qualification through Recognition of Prior Learning (**RPL**) and gap training to achieve necessary knowledge and skills.

22.9 **Ongoing Assessment and Development**

(a) Based on the National Industry Training Package endorsed assessment principles (modified as agreed to address the specificity of the Employer's service), the parties will maintain an agreed program of ongoing competency assessment and development to underpin the classification structures under this Agreement.

22.10 **Professional Development and Support and Individual Training Plans**

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

(b) Professional Development and Support (PDS) is a process in which Employees are able to meet with their Supervisor/ Manager, or other senior worker of the same discipline on a regular scheduled basis to:

(i) Assist the Employee identify individual skills and training needs that enhances competency and career development.

(ii) Assist the Employee with the correct, effective and appropriate implementation of policies and procedures.

(iii) 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.

(iv) Assist the Employee to manage workforce demands and stresses to ensure the Employee is able to continue effectively and safely to do their work.

(v) 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.

(c) The parties will maintain a system of PDS to support individual development and identification of competency and training requirements.

(d) The system shall apply the following principles:

(i) Position descriptions will be in plain language and reflect the classification structure and link directly to qualifications and units of competency in National Industry Training Packages.

(ii) PDS is provided by a supervisor, manager, or senior worker of the same discipline and the focus is supportive assistance and professional development.

(iii) PDS is undertaken on a one to one basis with a supervisor, manager, or senior worker acceptable to the Employee and may involve someone external to the individual's immediate workplace.

(iv) PDS 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.

(v) Employees participate in PDS in paid time.

(vi) Assessment methodologies are to link both self-assessment and supervisor assessment to the competency based position description.

(vii) PDS sessions will not be used for disciplinary matters (such matters are dealt with pursuant to **Schedule B and C**) or to implement punitive outcomes.

(viii) Employees shall have access to a minimum of one hour per month of PDS. This time will be free of all other duties to allow for this to occur uninterrupted.

(ix) In order to maximise optimal outcomes, the Employer commits to ongoing training and support for those supervisors, managers and other higher classified Employees providing Professional Development and Support.

22.11 **Specialised/Customised Training**

(a) The parties acknowledge that the National Industry Training Packages establish minimum standards that can be applied across all states and territories and a broad range of vocational settings.

(b) The parties will, if required, customise relevant competencies from Training Packages to address the specific needs of the disability services of the Employer.

(c) Areas of competency based training will be maintained, and should include the following areas:

(i) The administration of Medication;

(ii) The use of computers and IT relevant to Employees and the Employer's policies and procedures, including the internet and e-mail systems;

(iii) Developmental Programming;

(iv) Financial management and basic accounting procedures;

(v) Providing support to clients with dual or multiple disabilities;

(vi) Programs and support for Forensic Services;

(vii) Providing care for clients with complex medical needs;

(viii) Diet and nutrition for clients with medical needs or limited mobility;

(ix) Menu planning and cooking skills;

(x) Household safety;

(xi) Relevant client based training for non-direct care Employees.

(d) The Employer maintains its commitment to the provision of training support for Employees, inclusive of mandatory pre-service introductory training, a mandatory positive behaviour support training program for Employees working with people who demonstrate behaviours of concern, senior practice leadership forums and, where relevant to the workplace requirements, training in prevention and response to physical assault.

22.12 **Scholarships**

(a) This provision shall only apply during 2018, 2019 and 2020.

(b) The Employer and HACSU may agree to use the funds allocated in **clauses 21.12 (d), 21.12 (e)** and **36.9 (e) (ii)** for agreed alternative training initiatives.

(c) The Employer will actively promote existing scholarship programs in order to increase the number of Employees awarded scholarships each year.

(d) The Employer will provide 18 scholarships each year based on an average cost of $2,500 each, for Employees to undertake Advanced Diploma or other relevant approved courses in disability, other than the minimum qualification of Certificate IV and for Employees wanting to undertake training for alternative positions in the department.

(e) The Employer will provide access to 2 Senior Leadership Scholarships to the total value of $8,000 each per annum for Employees who wish to access a career in management and/or existing Employees classified within the DDSO management structure to enhance their management and people management skills.

(f) Study leave arrangements for the purposes of these scholarships are contained in **clause 36.9**.

22.13 **Management, Case Management/Support Coordination and Supervisor Training**

(a) The Employer is committed to providing and improving existing Senior Management Training options, including by providing training for Employees seeking a career in management, as part of the individual's professional development plan.

(b) The Employer will continue to fund a specific case management/support coordination training course to be available to 20 Employees per annum. This would be identified in individual professional development programs and linked to career development. This provision shall only apply during 2018, 2019 and 2020.

(c) The Employer commits to the provision of annual "new supervisor training"."

22.14 **Specific training commitment for casual Employees**

(a) All casuals will be provided with training related to the specific health needs of clients that they are required to support, such as PEG feeding, asthma management and Inclusive Communication and Behaviour Training (ICAB) to address the incidents of occupational assault.

22.15 **Training Backfill**

(a) Appropriate backfill will be provided to assist and encourage Employees to undertake relevant training.

22.16 **Recruitment promotion**

(a) The Employer and HACSU on behalf of Employees will develop and maintain a coordinated University, TAFE and senior high school links program aimed at increasing the recruitment of suitable candidates to perform work under this Agreement. Employees or HACSU nominated workforce representatives who participate in accordance with the terms of such program will do so in paid time.

22.17 **Payment of shift allowances when on training courses**

(a) Employees required to attend a training course arranged and conducted by the Employer shall continue to receive shift allowances as if they had worked their normal roster.

(b) This clause shall not apply to:

(i) Employees entitled to an annual allowance or other specified addition to normal salary in consideration of shift or Saturday and Sunday duty; or

(ii) Employees who have not been in receipt of shift allowances in the period preceding the commencement of the training course.

(c) Working arrangements when on training courses

(i) Employees attending training may be required to work the remaining hours of the shift for which they are rostered, provided that the remainder of the shift is of at least two hours duration after allowing for travel time to return to duty.

(ii) Employees will not be required to work a night shift finishing on the morning a training day begins, or commencing at the end of a full training day. Employees may be required to work a night shift after attending a morning training session.

(iii) Employees rostered to work a sleepover, finishing on the morning a full training day begins, are only required to complete the previous PM component of the sleepover shift prior to training and are not required to perform any duty on the morning of the training.

(iv) Employees attending half day training on an afternoon or morning may work the morning shift, afternoon shift or sleepover shift as applicable, if so rostered

23. SALARIES

23.1 **General**

(a) Fortnightly salary - full-time Employees

(i) The ordinary fortnightly salary for a full-time Employee shall be his or her applicable annual salary, excluding allowances, divided by 365.25 and multiplied by 14.

(b) Hourly rate - full-time Employees

(i) The ordinary hourly rate for a full-time Employee shall be his or her applicable ordinary fortnightly salary divided by 76.

(c) Hourly rate - part-time Employees

(i) The ordinary fortnightly salary and ordinary hourly rate for a part-time Employee shall be calculated on a pro rata basis of a full-time Employee.

23.2 **Increases to salaries, allowances and additional increments**

(a) The wage rates and subsequent increases to apply are those set out in **Schedule J**. Increases to the wage rates shall occur as follows:

(i) 3% increase to wages from the first full pay period on or after 17 December 2017 (noting that increase has been paid administratively in advance of the making of this Agreement).

(ii) Four further annual wage adjustments of 3.5% per annum effective from:

(A) the first full pay period on or after 1 July 2018;

(B) the first full pay period on or after 1 July 2019;

(C) the first full pay period on or after 1 July 2020;

(D) the first full pay period on or after 1 July 2021.

(iii) Four further annual wage adjustments of 3% per annum effective from:

(A) the first full pay period on or after 1 July 2022;

(B) the first full pay period on or after 1 July 2023;

(C) the first full pay period on or after 1 July 2024;

(D) the first full pay period on or after 1 July 2025.

(iv) Subject to an Employee's rate of pay being lower than the applicable Modern Award wage rate during the life of this Agreement, the rates of pay applicable to Employees will be adjusted either by the applicable annual wage increase (as set out above) or by the applicable Modern Award wage rate, whichever results in a higher rate of pay. The Modern Award rates do not vary the actual rate in **Schedule J** but is the rate that is applied for the period where the Modern Award rate is higher than the rate set out in this Agreement. The applicable rate will be determined by reference to the classification mapping table in **Schedule I**.

(v) All non-salary related Allowances to be increased by 6% from the first full pay period on or after 1 July 2018 and then by 3% on 1 July each subsequent year until and including 1 July 2025 unless otherwise specified.

(vi) A $2,000 sign-on payment will be paid to full-time Employees (pro-rata for part-time and casual Employees). This will be paid in two separate amounts, comprised of:

(A) $1,000 upon acceptance of offer 18 December 2017, for the purposes of calculating the pro-rata amount for part-time and casual Employees, the payment will be based on actual hours worked over the preceding 12 months period from 18 December 2017

(B) $1,000 upon Employees voting to accept this Agreement, for the purposes of calculating the pro-rata amount for part-time and casual Employees, the payment will be based on actual hours worked over the preceding 12 months period from the date the valid majority of Employees vote to approve this Agreement.

(b) Allowances shall be as specified in **Schedule J**.

(c) **Transfer Incentive Payments.** The Government has determined to transfer its public disability services, specifically Supported Independent Living (SIL) and Short-Term Accommodation and Assistance (STAA) (that is, disability accommodation and respite services (excluding disability justice/forensic services, and the SIL services for the residents of the former Sandhurst Centre) to the non-government sector. Transferring Employees in these services will be entitled to the below payments based on the following eligibility criteria.

(d) **Transfer Incentive Payments eligibility.** To facilitate the above the below transfer incentive payment will be paid to eligible Employees in two equal instalments. The eligibility for incentive payments shall be as follows.

(i) **General Eligibility (All Employees)**

(e) Employees who were employed on 18 December 2017 and remain Employees at the date of secondment will be eligible for the first transfer incentive based upon the criteria below. Those Employees who remain Employees at the date of transfer will be eligible for the second transfer incentive payment based upon the criteria below. The quantum of these two payments will be determined based on the Employee's mode of employment at the date each payment falls due.

(i) **Full-Time Employees**

Full-time Employees will receive the maximum payment of $15,000 (comprised of the first transfer incentive payment of $7,500 and the second transfer incentive payment of $7,500).

(ii) **Part-Time Employees**

Part-time Employees will receive a pro-rata amount of the first transfer incentive payment of $7,500 and the second transfer payment of $7,500 based on their actual hours worked in the preceding 12-month period from the date when the payment falls due.

(iii) **Regular and Systematic Casuals**

(A) Casual Employees who have 3 or more years' service at the date that the first and second transfer incentive payment falls due are deemed to be regular and systematic casuals for the purposes of eligibility for the transfer payment. These Employees will receive a pro-rata amount of the first transfer incentive payment of $7,500 and the second transfer payment of $7,500 based on their actual hours worked in the preceding 12-month period from the date when the payment falls due.

(B) Casual Employees who have less than 3 years' service at the date of the first and second transfer incentive payment falls due are, for the purposes of eligibility for the transfer payment, deemed to be regular and systematic casuals if they have worked at least 1 shift in each of

13 weeks over the preceding 52 weeks. These Employees will be entitled to 50% of the first and second transfer incentive payments (a maximum of $3,750 for the first transfer incentive payment and $3,750 for the second transfer incentive payment). These Employees will receive a pro-rata amount of the first transfer incentive payment of $3,750 and the second transfer incentive payment of $3,750 based on their actual hours worked in the preceding 12-month period from the date when the payment falls due.

23.3 **Increments**

(a) **Commencing salaries**

(i) Where a minimum and maximum salary are prescribed for a position, an Employee appointed transferred or promoted to the position:

(A) shall commence at the minimum salary; and

(B) shall proceed by the prescribed increments to the maximum salary.

(ii) Where the Employer is satisfied that the Employee has special qualifications or experience relevant to the duties of the position which warrant commencement at a salary above the minimum rate, the Employer may commence an Employee at a higher rate (but not exceeding the maximum rate) than the base as the Employer seems appropriate to the qualifications or experience.

(b) **General**

(i) Where provision is made for annual increments of salary in respect of any position, payment of the increment may be granted, refused or deferred by the Employer providing:

(A) the Employer shall advise an Employee in writing within 14 days after the Employee becomes eligible for an increment if the Employer;

(B) refuses to grant the increment; or

(C) defers the granting of the increment,

(ii) the advice shall set out the decision and the reasons for the decision and inform the inform the Employee of the right of appeal against the decision in accordance with the disputes procedure in **clause 13**;

(iii) the next increment granted after an increment is refused shall be the increment that was refused;

(iv) at the time of deferring the granting of an increment, the Employer shall specify a period of not more than 12 months after which the decision to defer the granting of the increment will be reviewed;

(v) at or before the end of the specified period, the Employer shall review the decision to defer and decide:

(A) to grant the increment; or

(B) to refuse to grant the increment; or

(C) to defer the granting of the increment for a further period.

(vi) An increment that is granted after it has been deferred is payable from the day on which the decision to grant is made and any subsequent increment is due on the appropriate anniversary of that day.

(vii) Any Employee who feels aggrieved by a decision of the Employer under **clause 23.3 (b)** above may appeal using the Disputes Procedure set out in this Agreement (**Clause 13**).

(viii) Where the Employer has failed to make a determination in respect of an annual increment in the period of one month before the annual increment is due, the Employer shall be deemed for the purposes only of an appeal under **clause (b)** to have refused the payment of the annual increment.

(c) **Recognition of service for the purpose of increments.**

(i) At the end of each 12 months' continuous employment an Employee will be eligible for progression from one pay point to the next within a level in accordance with 22.3.2 above. This includes casuals employed on a regular and systematic basis who, during the previous 12 months, have worked an average of at least 15.2 hour per fortnight and who have not had a period exceeding three months without work.

(ii) Where a casual or fixed term Employee secures an ongoing role (full time or part time) their period of regular and systematic engagement as a casual or fixed term Employee will be recognised as period(s) of service to determine the appropriate increment to commence their period of engagement as an ongoing Employee provided that there is not a break of more than three (3) months.

(d) **Limits of salary on transfer or promotion**

(i) An Employee transferred or promoted to any position shall be paid a salary not less than that which such Employee was receiving immediately before such transfer or promotion, provided that the maximum salary payable pursuant to this provision shall be the maximum rate prescribed for the position to which such Employee is transferred or promoted.

(ii) Notwithstanding **clause (a)**, an Employee who is transferred to a position in a lower classification or grade shall be paid a salary at such rate (not exceeding the maximum rate prescribed for the position) as the Employer deems appropriate to the qualifications and experience of the Employee, where the transfer was made:

(A) at the request of the Employee in cases where the position is in the same occupational category as the position occupied by such Employee or a like occupational category requiring possession of the same academic qualifications; or where:

(B) the Employee has requested to be transferred to that position;

(C) the transfer is made by reason of the Employee being unable or unfit to discharge the duties of his or her position, or pursuant to the disciplinary procedures in **clause 18 and Schedule C**, or

(D) where the qualifications for the position the Employee holds include a requirement that the holder of the position to:

1. obtain or achieve the progress specified in such requirement towards the obtaining of a particular qualification;

2. possess or obtain a particular practising or trade or other certificate or license:

3. and the Employee fails to obtain or achieve the necessary progress towards the obtaining of the qualifications or ceases to possess or fails to obtain the certificate or license as the case may be.

(iii) Where an Employee transferred or promoted to any position does not receive an immediate increase in salary on such transfer or promotion, the period of service in the position from which such Employee is transferred or promoted since his or her last increment shall be counted in reckoning the interval for the first increment in the new position.

(e) **Salary Underpayments**

(i) The Employer is committed to paying the Employee on the payday. Where an Employee does not receive their wages on the pay day or identifies there is an underpayment of $50 gross or more every effort will be made to process any necessary adjustments within one business day of the Employee notifying their supervisor/pay office of the underpayment and where necessary, being validated by the Employee's supervisor. Where the correction is less than $50 gross, or unless undue hardship exists any necessary adjustment will be made on the following payday.

(f) **Casual to Fixed Term to Casual Pay Processing**

(i) An Employee who has moved to Casual employment from Fixed Term employment, may, in cases of genuine hardship make application to Employer to have their pay processed prior to the Employee's next scheduled pay date, The Employer will not unreasonably refuse the request and will make every endeavour to process the payment within one business day of the request being made.

23.4 **Higher Duties**

(a) In order to facilitate equitable access to higher duties assignments and for the purpose of avoiding disputes, the Employer will ensure it has a process in place for the allocation of higher duties.

(b) Higher duties of less than one week

(i) In the event that a House Supervisor, Deputy Unit Manager, Facility Services Officer Level 3 or Trades Coordinator Level 1 normally rostered for duty on a shift, is absent from duty, an Employee at the next level below in the group home or facility, will be designated to perform the duties of that position on the shift(s), provided that:

(A) the House Supervisor, Deputy Unit Manager, Facility Services Officer Level 3 or Trades Coordinator Level 1 is absent from duty for a rostered shift;

(B) an alternative replacement at level is not available; and

(C) the designated Employee performs the duties that would otherwise be performed by the House Supervisor, Deputy Unit Manager, Facility Services Officer Level 3 or Trades Coordinator Level 1.

(c) The period of higher duties does not necessarily have to coincide with the rostered shift(s) of the House Supervisor, Deputy Unit Manager, Facility Services Officer Level 3 and Trades Coordinator Level 1.

(d) The designated Employee who performs higher duties in accordance with this clause shall be paid for the rostered shift(s) as House Supervisor, Deputy Unit Manager, Facility Services Officer Level 3 or Trades Coordinator Level 1 an allowance

equivalent to 50% of the difference between the maximum salary rate applicable to the assignee's classification and the rate of emolument payable had the assignee been promoted to the higher position.

(e) **Higher duties greater than one week**

(i) Subject to this clause an Employee who, for a period of longer than one week is assigned to act in a position higher than that which the Employee occupies shall be granted from the date of such assignment an allowance computed in the manner set out in **clause 23.4 (f)**.

(ii) Where it is apparent that the period of higher duties is for greater than a week the Employer shall consider undertaking a more formal internal advertisement and merit based selection process.

(iii) Employees will be assigned to act in a position based upon the following criteria listed in order of significance:

(A) ability of Employees to undertake the assignment;

(B) availability of the Employees to undertake the assignment;

(C) consistency with any Employee Professional Development and Supervision Plan.

(f) An Employee undertaking higher duties shall be granted from the date of such assignment an allowance computed in the following manner:

(i) where the Employee performs the duties of the higher position, such allowance as will increase his or her rate of pay to the rate which would have been payable had he or she been promoted to such higher position.

(ii) where the respective salary rates applicable to the classification of the Employee and to the higher position overlap and he or she performs:

(A) the duties of the higher position, such allowance (hereafter termed the specified allowance) as will increase the rate of emolument of the Employee to the rate which would have been payable had the Employee been promoted to such higher position; or

(iii) Where the classification of the higher position at the time the Employee is so assigned has been attained by the progress of the occupant on the basis of his or her qualifications or experience and the position would when vacated, be reclassified to a lower classification, the allowance payable in accordance with this clause shall be calculated on the basis of the minimum salary rate prescribed for the classification.

(iv) An Employee so assigned shall be entitled to such increases in the allowance payable as are equivalent to the annual increments appropriate to the higher position.

(g) **Promotion/appointment while on assignments**

(i) Where an Employee assigned to act in a higher position performs the full duties of the higher position, the Employee shall:

(A) if promoted or appointed to a position of the same classification of the higher position, be paid a salary at least equivalent to the emolument payable in accordance with this clause immediately prior to such promotion or appointment and shall be eligible to receive increments in the same manner as if he or she had been promoted or appointed to such higher office or position on the date of his or her assignment;

(B) if promoted or appointed to a position of a lower classification than that of the higher position, be paid such salary and be eligible to receive such increments as if he or she had been promoted or appointed to such position on the date of his or her assignment.

(h) **Treatment as salary and payment during leave**

(i) Allowances granted under this clause shall be regarded as salary for the purposes of calculation of payments under the provisions of **clause 31** and **clauses 22.17, 23.2, 32.1 (c) and 32.6**

(ii) Notwithstanding anything in this clause an Employee so assigned at the time he or she commences long service leave in accordance with **clause 37** shall not be paid an allowance in accordance with **clause 23.4**, during such leave unless such assignment has continued for a period of 12 months.

(iii) Notwithstanding anything in this clause, an Employee so assigned at the time he or she commences sick leave or workers' compensation leave, shall be paid an allowance in accordance with this clause:

(A) for a total period not more than three days of such leave in the first year of such assignment; or

(B) for a total period of not more than two weeks for such leave if such assignment has continued for a period exceeding 12 months.

(iv) Notwithstanding anything in this clause, an Employee who is on higher duties assignment immediately prior to the time he or she commences paid parental leave or adoption leave in accordance with **clause 33** shall be paid an allowance in accordance with this clause during the period of paid leave, provided that:

(A) the Employee would have continued to act uninterrupted on the higher class duties if he or she had not taken paid parental leave; and

(B) the payment of the higher duties allowance during paid parental or paid adoption leave ceases at the time the assignment would have ceased if the Employee had remained on duty.

(i) **Part-time assignments**

(i) A part-time Employee may be assigned the duties of a higher position, and an Employee may be assigned the duties of a higher part-time position, provided that at least five shifts or ,where more than one shift is worked in a day, five days, are to be worked during the assigned period.

(ii) Where a part-time Employee is assigned the duties of a higher position, the prescribed allowance must be paid at a rate proportionate to the duties performed, pro-rated according to the hours worked.

(iii) Where an Employee is assigned the duties of a higher part-time position, the prescribed allowance must be paid at a rate proportionate to the duties performed, pro-rated accordingly to the hours of work of the part-time position.

(j) **Assignments to cover rostered days off**

(i) Notwithstanding anything in this clause an allowance shall not be paid to an Employee assigned to act in a position higher than that which the Employee occupies where the assignment has been necessitated by the absence of an Employee on a rostered day or days off duty, except that where the assignment includes acting in a position higher than that which the Employee

occupies on the working day on either side of the rostered day or days off duty, an allowance shall be paid in respect of such rostered day or days off.

(ii) For the purpose of this clause, 'a rostered day or days off duty' means a day or days rostered off in a given cycle or hours where the Employee is not required to perform duty on that day or days in order to work his or her normal fortnightly hours of duty, but does not include other days on which the Employee is not required to work his or her normal fortnightly hours of duty, such as the taking of leave for which provision is made in **Part 6 Leave of Absence** in this Agreement.

(k) **Aggregate periods of higher duties and incremental progression**

(i) Extended assignments of higher duties will be recognised for incremental purposes as follows:

(A) Extended assignments will be defined as a total of 12 months of higher duties assignments undertaken within a 24 month period; and

(B) For incremental purposes, increments will not be paid until the completion of the 12 months of higher duties.

23.5 **Salary sacrifice and salary packaging**

(a) All Employees covered by this Agreement will have access to salary packaging and salary sacrifice arrangements as follows:

(b) An Employee may enter into a salary packaging arrangement with his or her Employer using pre-tax salary in respect of superannuation, a novated lease and/or other approved benefits under State or Federal legislation. In the case of salary sacrifice to State Government defined benefit superannuation schemes, arrangements must comply with State legislation.

(c) The Employer must not use these payments to offset the Employer obligation to pay contributions in accordance with **clause 23.6**.

(d) Salary sacrifice or packaging does not impact on any other condition of employment. For example, gross pre-sacrificed salary will be used to calculate entitlements for overtime, work related allowances, annual adjustments, calculating accident compensation leave pay and/ or Pre Injury Average Weekly Earnings and superable salary relating to Accumulation Funds and defined benefit superannuation schemes administered by State Superannuation Fund (SERB, Revised and New Schemes) contributions and benefits.

(e) All costs associated with salary packaging, including the Employer's reasonable administrative costs, are to be met from the salary of the participating Employee.

(f) Employees who are considering salary packaging should seek independent financial advice. The Employer shall not be held responsible for the cost or outcome of any such advice and any costs associated with salary packaging shall be paid for by the Employee.

23.6 **Superannuation**

(a) The Employee, irrespective of age, will be offered membership of HESTA superannuation as a complying superannuation fund in accordance with the *Superannuation Guarantee Administration Act 1992* (Cth).

(b) Upon recruitment, the Employer will provide the Employee with appropriate information on HESTA superannuation and a superannuation election form.

(c) An Employee may nominate a complying super fund of their choice.

(d) If after 28 days the Employee has not nominated a complying superannuation fund, then HESTA, as the default superannuation fund, will be treated as the fund of choice.

(e) The Employer's superannuation contribution is based on the Employee's gross 'ordinary time earnings', as defined in the super guarantee law, prior to any deductions for the purposes of salary sacrifice to superannuation under **clause 23.5** or salary packaging under **clause 23.5.**

(f) The Employee may make (pre-tax) salary sacrifice contributions under **clause 23.5** or additional personal (post-tax) contributions to their elected fund on providing written authorisation to the Employer.

(g) The parties recognise the need to ensure that Employees can reasonably track, and are aware of the agreement, of the Employer superannuation contributions made to their superannuation accumulation fund in accordance with relevant legislation and Australian Tax Office (ATO) Rulings.

(h) It is the Employer's responsibility to ensure that the quantum of Superannuation Guarantee Charge (SGC) payments is made in accordance with Superannuation Guarantee Contribution legislation and Australian Taxation Office rulings.

(i) Superannuation contributions to the accumulation fund are made monthly. The Employee's pay advice will show monthly and year to date contributions to the accumulation fund, and the Employee may request information on the amount paid to the fund.

24. ALLOWANCES

24.1 **Allowance Adjustment**

(a) Allowance rates shall be as specified in **Schedule J**.

(b) These increases shall be cumulative.

24.2 **Commuted shift allowances**

(a) Employees who as at 30 June 2018 were Employees of the Department and in receipt of a commuted allowance will be entitled to continue to receive a commuted allowance in accordance with the terms of this Agreement.

(b) The entitlement to commuted allowance provided to full time direct care Employees occupying positions of the classifications set out in **Schedule A** other than Managers or Deputy Managers of Direct Care Services, who are required to perform rostered time of ordinary duty on Saturdays, Sundays and public holidays is to be paid an annual allowance at a rate equivalent to 18% of the Employee's annual salary.

(c) The commuted shift allowance is an annualised allowance paid in lieu of Saturday, Sunday and public holiday shift allowances in **clause 29.5**.

(d) Employees receiving commuted shift allowance shall remain eligible to receive payments for afternoon, short shift, night shift and continuous night shift allowances.

(e) Commuted allowance is regarded as salary for all purposes, including superannuation, long service leave, personal leave, annual leave and parental leave.

(f) An Employee who commenced employment after 30 June 2018 will not be entitled to receive the commuted shift allowance under this clause and will receive entitlements as worked in accordance with **clause 29.5**.

24.3 **In charge of facility allowance**

(a) A DDSO Employee classified below level 6, who is required to take charge of Colanda Centre, Disability Forensic Assessment and Treatment Service (DFATS) or Plenty Residential Services (PRS) shall for each shift such Employee is required to take charge of such centre, be paid an allowance equal to the difference between the salary of such Employee and the minimum salary prescribed for level 6.

24.4 **Reimbursement of expenses**

(a) The Employer will reimburse the Employee for his or her reasonable out of pocket expenses actually and necessarily incurred in the course of his or her authorised duties.

(b) The Employer must apply the rulings of the Commissioner of Taxation (Australian Tax Office) relating to reasonable allowances in determining the maximum rates payable, unless otherwise agreed.

(c) The amount of an expense will be considered reasonable where it does not exceed the relevant amounts set by the Australian Tax Office as adjusted from time to time.

24.5 **Allowable expenses**

Allowable expenses include:

(a) travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and

(b) expenses incurred in using private mobile and home phones in accordance with **clause 24.17**; and

(c) expenses incurred in using private vehicles in accordance with **clause 24.6**.

24.6 **Private motor vehicle use**

(a) An Employee, required to use his/her private motor vehicle in the course of his/her employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the Employee's employment and authorised by the Employer.

(b) The Employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.

(c) Following use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.

(d) The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Tax Office from time to time.

24.7 **Expense claims**

(a) The Employer may require an Employee to submit to the Employer official receipts substantiating allowable expenses incurred by the Employee as soon as practical after incurring the expense, except where the Employee uses his/her own motor vehicle for work purposes in which case the Employee will submit a declaration in accordance with **clause 24.6 (c)**.

(b) A declaration from the Employee that the expense was incurred may be accepted by the Employer if the official receipt is lost or misplaced, and suitable verification can be made. A declaration from the Employee that an incidental expense was incurred may be accepted if the Employer and the Employee agree that the obtaining of a receipt was impractical.

(c) The Employer will pay the Employee money owing under this clause in a manner to be agreed between the Employer and Employee as soon as practicable but not later than two pay periods after the Employee submits a claim.

(d) Upon request, the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses. As soon as practicable after the event, the Employee will provide the Employer with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to the Employer.

24.8 **Qualifications allowance**

(a) An Employee who holds a certificate or qualification, which is in addition to the minimum mandatory qualification required to be held for the particular classification, and in which the Employee demonstrates that a component (at least) is applicable to the Employee's current area of practice and/or work shall be paid:

(i) an allowance at 4% of the allowance rate for a post graduate certificate or additional certificate in relevant specialty, or

(ii) an allowance at 6% of the allowance rate for a degree or diploma,

(b) Provided only one allowance is payable based on the highest qualification held by the Employee.

(c) The allowance rate is based on a full-time salary of **DDSO Grade 2A Year 2**, and is paid each fortnight.

(d) Part-time Employees are paid on a pro rata basis.

(e) An Employee claiming an entitlement to an allowance under **clause 24.8 (a)** is to provide the Employer with documented evidence that the qualification is actually held and the studies undertaken in gaining the qualification.

(f) The allowance is payable from the date of lodgement of an application but commences only after an assessment by the Employer that the qualification is applicable to the Employee's current area of practice and/or work.

(g) The qualifications allowance in **clause 24.8 (c)** is to be paid during all periods of paid leave.

24.9 **Excess travelling time**

(a) An Employee who is temporarily required to undertake duties at a location other than his or her usual place or places of work will have any period of additional travelling time regarded as time worked which may be taken as time off in lieu (TOIL). If TOIL is not taken then it will paid in accordance with **clause 31.6 (e)**.

(b) In this clause "excess travelling time" means the time necessarily spent outside an Employee's ordinary hours of duty and in excess of that usually spent in travelling to and from their usual workplace.

24.10 **Allowances Colanda Centre**

The Allowances at **Schedule F** are applicable to Employees engaged in Trades and Facilities Services officer classifications at Colanda Centre.

24.11 **Clothing Allowance**

(a) Direct Care Employees classified as **DDSO** Levels 1 to 4 and unit based Facility Services Officers who elect not to be reissued with a uniform, shall be paid a Clothing Allowance. The allowance payable per annum from FPPOOA 1 July 2018 is $511.28

then $526.62 from FPPOOA 1 July 2019, then $542.42 from FPPOOA 1 July 2020, then $558.69 from FPPOOA 1 July 2021, then $575.45 from FPPOOA 1 July 2022, then $592.71 from FPPOOA 1 July 2023, then $610.50 from FPPOOA 1 July 2024 and then $628.81 from FPPOOA 1 July 2025.

(b) Those Employees who have been supplied with a uniform, and who elect to continue to be issued with a uniform shall not receive the allowance.

24.12 **First Aid duties**

(a) A weekly first aid allowance 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 is required by their Employer to perform first aid at their workplace

(b) The first aid allowance shall be $18.16 from FFPPOA 1 July 2018, then $18.70 from FFPPOA 1 July 2019, then $19.27 from FFPPOA 1 July 2020, then $19.84 from FFPPOA 1 July 2021, then $20.44 from FFPPOA 1 July 2022, then $21.05 from FFPPOA 1 July 2023, then $21.68 from FFPPOA 1 July 2024 and then $22.33 from FFPPOA 1 July 2025.

(c) The first aid allowance will apply to eligible part time and casual Employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time Employees are 38.

24.13 **Interpreting or translating allowances**

(a) An Employee who performs casual interpreting or translating duties shall be paid an allowance to bring the rate of total emolument of that Employee to a rate equivalent per annum to $43,897per annum from FPPOOA 1 July 2018, then $45,214per annum from FPPOOA 1 July 2019, then $46,570per annum from FPPOOA 1 July 2020, then $47,967 from FFPPOA 1 July 2021, then $49,406 from FFPPOA 1 July 2022, then $50,888 from FFPPOA 1 July 2023, then $52,415 from FFPPOA 1 July 2024 and then $53,987per annum from FPPOOA 1 July 2025, for the total period when such duties are performed in any one month, calculated to the next hour above.

24.14 **Training course allowances**

(a) An Employee who is required to attend training courses and conferences where the cost of accommodation and meals is paid for by the Employer will be granted the following allowances in respect of incidental expenses:

Location of course or conference	**$ rate per day effective from FPPOOA**							
	1 July 2018	**1 July 2019**	**1 July 2020**	**1 July 2021**	**1 July 2022**	**1 July 2023**	**1 July 2024**	**1 July 2025**
Employer's premises	$22.06	$22.72	$23.40	$24.10	$24.83	$25.57	$26.34	$27.13
Other premises within Victoria	$27.16	$27.97	$28.81	$29.68	$30.57	$31.48	$32.43	$33.40
Interstate	$33.39	$34.39	$35.42	$36.49	$37.58	$38.71	$39.87	$41.07

24.15 **Residential Relocation and Associated Expenses (formerly Schedule D)**

Where the Employer considers it is reasonable and necessary for an Employee to move residence as a result of relocation from one work location to another, and the relocation arises from promotion or transfer as a result of an advertised vacancy, or redeployment, the Employee will be entitled to:

(a) Up to three days' paid leave associated with the relocation; and

(b) Reimbursement of reasonable expenses incurred by the Employee and his or her family as a result of the relocation, including;

(c) the journey to the new location, including meals and accommodation;

(d) removal, storage and insurance; and

(e) selling and purchasing of a comparable residence, including but not limited to additional cost relating to:

(i) Removal reimbursement.

(ii) Vendor's reimbursement – agents' fees and reasonable home sale preparation costs.

(iii) Legal and conveyancing costs.

(iv) Mortgage fee and stamp duty reimbursement.

(f) Expenses incurred in transferring children to alternative child care or education facilities.

There may be other circumstances not provided for in this clause which arise out of residential relocation where an Employee incurs an expenditure. The Employer may grant a reimbursement to compensate for any such expenses reasonably and necessarily incurred. This may include: reasonable short term rental reimbursement and disconnection and reconnection of utilities.

24.16 **Standby and Recall Allowance**

(a) Provisions for Employees required to be on standby, including their recall to duty**,** shall be in the following terms:

(i) Standby for work is that period of time when an Employee is required by the Employer to be ready to perform work outside of their ordinary working hours, as part of the Employer's formal standby roster to provide management support to group homes, but where the Employee is not required to be at the Employee's place of work during that period of standby.

(ii) Attendance to work-related telephone calls, while rostered on standby, shall be counted as being recalled to duty.

(iii) The purpose of the standby allowance set out in this clause is to compensate Employees for the inconvenience associated with being rostered on standby and for being recalled to duty for up to one hour's duration.

(iv) The payment of the standby allowance shall constitute total compensation for any intermittent duty in connection with standby being recalled to duty for up to a total of one hour's duration for each period of standby.

(v) Any intermittent duty in connection with standby being recalled to duty in excess of one hour's duration shall be remunerated at the rate of time and a half for the first three hours and double time thereafter.

(vi) Provided an Employee and the Employer make arrangements as to where and how the Employee may be contacted by the Employer to be recalled to duty or to be released from standby, the Employee's movements shall be unrestricted, except that the Employee must be able to be contacted immediately (by telephone or pager) outside their ordinary working hours and must be able to attend work within a reasonable time as required by the Employer.

(vii) An Employee shall be paid the allowance set out below for each rostered standby period of 12 hours, or part thereof:

$ allowance effective from FPPOOA							
1 July 2018	**1 July 2019**	**1 July 2020**	**1 July 2021**	**1 July 2022**	**1 July 2023**	**1 July 2024**	**1 July 2025**
$77.64	$80.36	$83.17	$86.08	$88.66	$91.32	$94.06	$96.88

(viii) Employees who perform standby duty shall be reimbursed the cost of work-related telephone calls made in the course of any standby duty.

(ix) Where the Employer does not provide the Employee with a vehicle for use while on a rostered standby or recall to duty, and the Employee is therefore required to use the Employee's own vehicle, the Employee shall be paid the allowance for the private means of transport under **clause 24.6** for the use of the Employee's vehicle in attending to standby-related duties.

(b) **Rest period after standby duty exceeding one hour's duration**

(i) Employees recalled to duty are to receive an uninterrupted break of at least eight hours between the end of any recall to duty period exceeding one hour's duration and the commencement of their next scheduled period of work.

(ii) If an eight hour break is not granted, overtime payments at double time will be paid for all work until an eight hour break is granted.

(iii) The Employer must not make a deduction from normal salary if an Employee is released from normal duty to enable the Employee to observe a rest break under this clause.

24.17 **Part-Time Employees**

(a) Except where specified as an hourly or daily rate, the allowances to which a part-time Employee shall be entitled under this clause shall be computed in proportion to the relationship between the fixed number of working hours in a fortnightly pay period and normal hours of duty.

24.18 **Retirement Payment**

(a) Where an Employee who has been employed for five years or more dies or has their employment terminated on the grounds of ill health, the Employee or their estate (as the case may be) shall be entitled to be paid a retiring gratuity of $531 from FPPOOA 1 July 2018, then $547 from FPPOOA 1 July 2019, then $563 from FPPOOA 1 July 2020, then $580 from FPPOOA 1 July 2021, then $598 from FPPOOA 1 July 2022, then $616 from FPPOOA 1 July 2023, then $634 from FPPOOA 1 July 2024 and then $653 from the FPPOOA 1 July 2025 for every completed year of service less any lump sum amount paid on retirement by a superannuation fund or scheme to which the Employer has made contributions on the Employee's behalf.

24.19 **Forensic Skills Recognition and Retention Allowance.**

(a) An Employee who works in the following workplaces:

(i) Disability Justice Accommodation Services, howsoever named;

(ii) Disability Forensic Assessment and Treatment Service (DFATS)

shall be paid an allowance at the rate equivalent to 2.5% of the Employee's annual salary.

(b) The allowance is paid each fortnight.

(c) Part-time Employees are paid on a pro rata basis.

(d) The allowance is to be paid during all periods of paid leave.

PART 5 – HOURS OF WORK AND RELATED MATTERS

25. MEAL BREAKS

25.1 **Meal break**

(a) An Employee is entitled to an unpaid meal break(s) of not less than 30 minutes after each five hours of work.

(b) An Employee must be released from duty for a meal break where possible; however it is recognised that due to operational requirements and resident need it is not always practicable for the Employee to be released from duty to partake in a meal break.

(c) Meal breaks shall be scheduled at a time(s) suitable to operational requirements taking into account the wishes of Employees (this includes the ability to agree to take a meal break at the end of the shift).

(d) The afternoon and morning components of sleepover shall be considered as separate shifts for the purposes of determining meal breaks.

25.2 **Meal Break Release**

(a) Meal breaks are to be identified and scheduled in shifts appropriate to the span of hours where practicable.

(b) Such meal breaks will be for at least 30 minutes and will be an unpaid break.

(c) Where such a break is unable to be taken due to the needs of the residents then the 30 minutes will be paid consistent with the overtime provisions in the Agreement.

(d) Where an Employee commences their meal break and is recalled back to work then the 30 minutes will be paid consistent with the overtime provisions in the Agreement.

(e) Notwithstanding **clauses 25.1 (a)** and **25.2 (b)** for active night shift Employees, they will be entitled to one meal break of not less than 30 minutes duration. Where a meal break cannot be taken on an active night shift then the break will be paid consistent with the overtime provisions in the Agreement.

25.3 **Meal Break on Premises**

(a) Where it is not possible to identify and schedule meal breaks in shifts due to the needs of the clients, Employees should still be able to take a break to partake in their meal on the job. In such circumstances the 30 minutes will be paid at, and counted as, ordinary hours for all purposes.

(b) Prior to the Employer determining that an Employee is unable to leave the premises to have a meal break under **clause 25.2 (a)** the Employer must:

(i) Consider (in consultation with Employees and with HACSU if requested) if the Employee is unable to leave the premises, taking into account unreasonable effects on the level of care and safety of clients and Employees concerned, and

(ii) Review the decision that the Employee remains on premises at least once every 12 months, in consultation with the Employee/s concerned.

26. HOURS OF DUTY

26.1 **Normal hours of duty**

(a) The normal hours of duty for a full-time (**clause 15.4**) and a part-time (**clause 15.5**) Employee shall be those hours worked in accordance with the approved roster or rosters.

(b) The approved roster or rosters may be subject to change in accordance with **clause 27**.

(c) An Employee may be subject to reasonable direction to remain on duty or to stand by on call for duty beyond their normal hours of duty. Such direction must take into account the Employees personal and family circumstances.

26.2 **Rest breaks - eight hour break**

(a) Employees who work an active night shift will have an eight-hour break between shifts.

(b) Where reasonably practicable, overtime duty should be arranged so that an Employee has at least eight consecutive hours off duty between the work of successive days or shifts.

(c) Where emergency overtime requirements unavoidably prevent a minimum period of eight hours off duty, an Employee should be released from further duty on his or her next regular day or shift without loss of salary until such rest break is observed.

26.3 **Overtime payment where rest break not granted**

(a) Where a period of rest relief is granted which permits a person to return to duty later than the time rostered for commencement, overtime payments, in accordance with the provisions of this Agreement are to be made where continuation on duty is required beyond the normal finishing time applying to that shift.

26.4 **Rest break provisions - (not applicable to sleepovers)**

(a) The provisions of **clause 26.2** and **clause 26.3** shall not apply where an Employee receives the Sleepover provisions relating to Group Home contained in this Agreement.

26.5 **Rostered days off**

(a) The practices that pertain at the time of the making of this Agreement in regard to the rostering of rostered days off shall continue to prevail unless varied by mutual agreement.

26.6 **Cancellation of Shifts**

(a) The Employer shall provide a minimum of 24 hours' notice to Employees, including casual Employees, for a cancellation of a scheduled shift.

(b) Where 24 hours' notice has not been provided, the affected Employee will be offered either:

(i) a suitable alternative shift, or

(ii) the same length of shift at the same or a comparable location.

(c) An affected Employee may elect to not work on that occasion, in which case the Employee will not be paid.

27. ROSTER CHANGES

27.1 In order to avoid disputes, the following procedures shall be observed when the Employer intends to alter roster arrangements affecting Employees. Further the parties will establish an

agreed state-wide approach to roster management to further decrease the incidence of disputation.

27.2 Any proposed alterations to rosters shall be subject to consultation between the Employer at local management level, affected Employees and HACSU representatives as requested and within the indicative timeframe. HACSU will be notified and provided with the details of any proposed roster review. Sufficient time should be given to allow that consultation to occur, including with HACSU, at a convenient time and to permit consultation with the Employees concerned to ensure that whatever results from the consultation process is implemented in a smooth and harmonious manner. This consultation process shall occur in an indicative timeframe of twenty eight (28) days.

27.3 As part of the consultative process Employees, HACSU and/or another representative will be informed of the reasons for the review, the proposed changes and details of the potential impact of the proposed changes. The Employer will give proper consideration to any matters raised by the Employee, HACSU and/or another representative and will provide a response to those matters raised.

27.4 At the end of the consultation period the new or altered rosters may be posted by the Employer to come into operation no less than 14 days after the date of posting. The posted roster will be provided to all parties.

27.5 An Employee, HACSU, or another representative, shall, if it objects to the new or altered rosters, notify the Employer and FWC within seven days of the posting, or such earlier date prior to the posting, of its objections and that it requires FWC to convene an urgent hearing. The resolution of the matter shall be dealt with in accordance with the Disputes Settlement Procedure at **clause 13.7**, **13.8**, and **13.9**.

27.6 Whilst the matter is being dealt with by FWC the existing roster will continue to apply. The new roster can only come into operation once the matter is dealt with by FWC and be implemented consistent with the first roster cycle after the matter has been dealt with by FWC but no less than fourteen (14) days after resolution of the dispute.

27.7 If there is a need to fill a vacant position or a roster requires additional hours through a roster review then the process in **Clause 15.13** can be utilised at the house level.

28. ROSTERS AND WORKLOAD

28.1 **Workload**

(a) The Employer acknowledges the benefits to both the organisation and individual Employee gained through Employees having a balance between both their professional and family life.

(b) The Employer further recognises that the allocation of work must include consideration of the Employee's hours of work, current workload, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an Employee's ordinary hours of work.

(c) An Employee or group of Employees may request a review of their workload if they believe the workload is unreasonable. The request must be made in writing and set out details of the workload concern of the Employee or group of Employees and the reasons why the workload is considered unreasonable. An Employee or group of Employees may seek representation to assist with the review request.

(d) On receipt of a request by an Employee or group of Employees under this clause, the Employer must give the Employee a written response within 21 days, stating whether the Employer agrees to or refuses the request.

(e) If the Employer refuses the request for a review, the written response under **clause 28.1 (d)** must include details of the reasons for the refusal.

(f) If the Employer agrees to the request, a review of the workload of the Employee or group of Employee's will be conducted.

(g) Following the completion of the review, and where it is found that an Employee has an unreasonable workload, the Employer must take all reasonable steps to address and mitigate the workload risk. The Employee or group of Employees and the Employer shall agree on any necessary adjustments that are required to be implemented to ensure the workload for the Employee or group of Employees is reasonable.

28.2 **Rosters**

(a) In reviewing roster patterns the following shall be considered:

(i) physical care needs of residents;

(ii) community access/recreation opportunities;

(iii) developmental/skill maintenance programs;

(iv) client family contact/support;

(v) the potential to incorporate team meetings;

(vi) Employee professional development and support;

(vii) performing administrative and 'domestic' duties;

(viii) appropriate handover opportunities and time between shifts;

(ix) rosters that are designed to balance family and working life and be mindful of burdens such as travel time, shift patterns including sleepover, in particular in relation to late finishes and early starts;

(x) a maximum shift length for all Employees of 12 hours, not including sleepovers and meal breaks;

(xi) the use of full-time Employees where possible;

(xii) the potential to employ a permanent relief work force;

(xiii) maintenance of one house supervisor over each group home.

28.3 **Rostering principles**

(a) The Employer shall make every endeavour in respect to the roster formats of full-time Employees to:

(i) provide every second weekend off duty over the relevant roster cycle;

(ii) avoid split weekends, other than where "2 on 2 off" formats are worked;

(iii) attach rostered days off to weekends off or two consecutive weekdays off; and

(b) The Employer shall make every endeavor in respect to the roster formats of full-time and part-time Employees to:

(i) avoid more than 5 consecutive duty shifts;

(ii) post rosters within a minimum of 2 weeks' notice;

(iii) avoid split shifts;

(iv) ensure as far as practicable that rosters take into account Employees' family responsibilities and provide an appropriate balance between all Employees' work and family responsibilities.

(c) The Employee shall have in place a formalised means by which, within established parameters, full and part-time Employees may have a greater input into roster design to meet their preferred roster format at the workplace level.

(d) Where an Employee(s) requests the avoidance of single days/nights rostered off the Employer will make every endeavour to meet such a request.

(e) The Employer shall also take into consideration the following matters:

(i) client needs;

(ii) operational requirements.

(f) For the purpose of these principles, any shift that finishes the day after it commences, including a sleepover shift, shall be deemed to be the one shift.

(g) Nothing within this clause shall displace **clause 27** of this Agreement and the roster change process should seek to avoid a diminution of Employees overall remuneration or work/life balance arrangements.

28.4 **Workload Standard & Review**

(a) **Minimum Standard:** The Employer recognises that House Supervisors and Key Workers require adequate time to undertake their administrative tasks. There shall be a Departmental standard of a minimum allocation of administrative time in all rosters with an ability to access additional time in complex locations. The minimum standard is as defined in accordance with the policy "*House Supervisor Minimum Standard and Review of Practices*" (dated 1 December 2012). (**Schedule G**)

28.5 **Operations Managers**

(a) The Employer will apply a consistent and equitable approach to the distribution of group homes to ensure that operations managers are able to undertake their role and functions and manage their workload appropriately.

(b) Any proposal to change the current distribution of group homes to operations managers shall be subject to the consultation provision of this Agreement and then any dispute shall be resolved in accordance with the Disputes Settlement Procedure and consistent with **Clause 27.5.1**, **Clause 6** Objectives and **Clause 11** Transfer of Services.

29. SHIFT LENGTHS AND ROSTERS

29.1 **Direct Care, Trades and Support Services Employees**

(a) A standard full time roster is made up of a maximum of 19 working days in a 4 week (28 day) cycle. Agreement may be reached between the Employer and an Employee to work more than 19 days in a 4 week cycle however this must only be at the initiation of the Employee.

(b) In circumstances where by mutual agreement an Employee elects to work more than 19 days in the 4 week cycle, the Employer shall convert such shift to a maximum of 19 days in the 4 week cycle upon that shift becoming vacant.

(c) A full time roster may consist of less than 19 days in a 4 week (28 day) cycle.

29.2 **Office Based Employees**

(a) Office based Employees unless, and only at the initiation of the Employee, otherwise agreed shall work a maximum of 19 days in a month. This can be implemented using the same flexible work arrangements as other office based Employees, through the application of flexible start and finishing times between 7.45 am and 5.45 pm. With this arrangement core periods (the periods when Employees must be at work) are set at 9.30 am to 12.00 pm and 2.00 pm to 4.00 pm. By agreement, the start and finish time can be extended to 7.00 am – 7.00 pm. In those circumstances the core periods may not apply.

(b) Agreement is required on:

(i) any core periods during a working day when an Employee must be on duty;

(ii) the maximum agreement of flexi-time leave an Employee may accrue and when the leave may be taken;

(iii) the maximum agreement of flexi-time debit an Employee may carry into the next month.

(c) Consideration must be given to the impact flexitime will have on the work unit, and in particular:

(i) the need to provide continuity of care to clients;

(ii) whether the job outcomes and/or work unit objectives are achievable.

(d) Agreement shall not be unreasonably withheld.

29.3 **Minimum and maximum shift lengths**

(a)

	Shift Length	**Exceptions**
Minimum Shift Length: All Employees	3.5 Hours	Employees may request shorter shift to a minimum of 2 hours by agreement
Maximum Shift Length: All Employees	12 Hours	Existing shifts greater than 12 hours will continue to be allowed

(b) Any agreement to reduce the minimum shift length to 2 hours will apply to the Employee and not the roster line. If the Employee vacates the roster line the shift will revert to 3.5 hours in accordance with minimum shift provisions.

(c) Any agreement with an Employee to reduce the minimum shift length to less than 3.5 hours will not reduce the overall hours in the roster.

(d) In order to ensure the effective operation of this clause and to avoid disputes the CCC (established under **clause 14.5**) will monitor where Employees have elected to work shifts of less than 3.5 hours.

29.4 **Payment of shift duty -Monday to Friday**

(a) Employees including those in receipt of the commuted allowances pursuant to **clause 24.2** who are required to perform rostered time of ordinary duty on Saturdays, Sundays or public holidays shall be paid the allowances as provided below.

(b) The rate of allowance shall not exceed the hourly rate based on a full-time salary rate of **DDSO 2A** year 8.

Shift	Period	Allowance	Overall rate (% of ordinary hourly rate)
Afternoon shift Monday-Friday	Commencing on or after 10am and before 7pm	15%	115%
Night Shift Monday-Friday	Commencing on or after 7pm and before 6am	17.5%	117.5%
Short shift Monday – Friday	Commencing anytime and 5 hours or less in length	15%	115%
Continuous Night Shift Monday-Friday	Commencing on or after 7pm and before 12am, greater than 8 hours in length and worked continuously for more than 4 weeks	32.5%	132.5%

(c) The allowance for continuous night shift duty - Monday to Friday will not apply where, but for mutual agreement, the Employee would be required to work rotating shift duty.

29.5 **Payment of shift duty - Saturdays, Sundays and Public Holidays**

(a) Employees other than those who receive commuted allowance pursuant to **clause 24.2**, who are required to perform rostered time of ordinary duty on Saturdays, Sundays or public holidays shall be paid the allowances as provided below.

Shift	Period	Allowance	Overall rate (% of ordinary hourly rate)
Saturday (excluding public holidays)	All hours on a Saturday	50%	150%
Sunday(excluding public holidays)	All hours on a Sunday	100%	200%
Public Holidays	All hours on a public holiday	• 150% or • 50% + hours in lieu (see **clause29.6(a)**)	• 250% or • 150% + hours in lieu (see **clause29.6(a)**)

29.6 **Public holidays - alternative remuneration**

(a) An Employee may elect to be paid at the rate of 50% of the appropriate hourly rate for each hour of ordinary duty performed on a public holiday and receive additional leave on the basis of an hour's leave for each hour worked on the public holiday. An Employee intending to utilise this clause must notify the Employer no later than 2 weeks following the public holiday. This clause does not apply to Employees in receipt of commuted allowance.

(b) For the purpose of computing shift allowances, a shift that finishes on the day after it commences will be paid at the shift allowance applicable for the day upon which the majority of the shift is worked. Where the shift falls equally across two days, the Employee will be paid the higher of the two allowances for the whole shift.

30. SLEEPOVERS - GROUP HOMES

30.1 **Group Homes**

(a) **Sleepover allowances**

(i) An Employee employed in a group home who is required to sleepover on the premises shall be paid an allowance at the rate of:

Effective from FPPOOA							
1 July 2018	**1 July 2019**	**1 July 2020**	**1 July 2021**	**1 July 2022**	**1 July 2023**	**1 July 2024**	**1 July 2025**
$96.28	$99.65	$103.13	$106.74	$109.95	$113.24	$116.64	$120.14

(A) Notwithstanding **clause 29.6 (b)** any Employee who performs a sleepover shift commencing on a Saturday, Sunday or public holiday shall receive the sleepover allowance prescribed by **clause 30.1 (a)**, and in addition an 18% loading will apply to the sleepover allowance.

(B) Provided that, with respect to New Year's Eve, the additional 18% public holiday loading referred to above shall be payable for the sleepover shift commencing on the evening of 31 December, and shall not be payable for a shift commencing on the evening of 1 January.

(C) The shift hours worked either side of a sleepover commencing 31 December will attract the public holiday penalty (other than Employees in receipt of the commuted allowance).

(ii) payment of the allowance shall be deemed to provide compensation for the sleepover and for all work performed up to a total of one hour's duration; and

(iii) Where it is identified and advised to the House Supervisor that there is a pattern of multiple disturbances, the sleepover is to be assessed in conjunction with Employees to determine the circumstances of the disturbances and mitigation including consideration as to whether the sleepover should be converted to an active night;

(iv) no Employee shall be required to sleep-over outside of the normal hours of rostered duty except by mutual agreement between the Employee and the Employer; and

(v) no Employee shall be engaged to perform sleepover duty only; and

(vi) no sleepover period shall commence prior to 10:00 pm or extend beyond 7:00 am; and

(vii) any Employee who works 12 hours in addition to a sleepover within any 24 hour period shall be entitled to three hours off duty prior to recommencing. An Employee not so released shall be paid overtime rates or granted at the Employee's option, time in lieu of all time spent working in excess of 21 hours.

(viii) the Employer shall provide and maintain suitable sleeping accommodation and amenities for the exclusive use of Employees performing sleepover duty.

(b) Standards for sleepovers

(i) Employees rostered for sleepover duty can expect to sleep during the sleepover period and resume duty fully rested. The Employee can expect the Employer to provide an environment conducive to sleeping that will be established and monitored by way of an agreed standard. Exclusive toilet, shower and hand basin facilities will be provided for Employees.

(ii) Any duty performed by an Employee required to sleep-over on the premises of a group home in excess of a total of one hour per sleep over period shall be paid in accordance with the overtime provisions in **clauses 31.1, 31.2**, and **31.3**, notwithstanding the provisions of **clause 31.1 (e)** relating to overtime provisions for part-time Employees. Such part-time Employees are entitled to receive overtime payment whilst on sleepover duty without the requirement to work 76 hours in the fortnight.

(iii) The Employer will continue to have in place a set of standards which will deal with the quality, size and replacement schedule of the bed and all bed linen; the bathroom amenities to be provided to sleepover Employees for their exclusive use, which will include a toilet, shower and hand basin, the minimum agreement of exposed electrical equipment; and methods of reducing disturbance during sleep.

31. OVERTIME

31.1 **Entitlement to overtime**

(a) Full-time Employees shall be entitled to overtime payments for all time worked in excess of the Employee's normal rostered hours of duty.

(b) Employees whose salary exceeds DDSO 4 Year 5 are not entitled to overtime payment.

(c) **Clause 31.5** deals with overtime for part-time Employees.

(d) In computing overtime, each day's work shall standalone provided that any continuous period of overtime that extends after midnight shall be considered as having been performed on the day the overtime commenced.

(e) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

(i) any risk to the Employee’s health and safety;

(ii) the Employee’s personal circumstances including family responsibilities;

(iii) the needs of the workplace;

(iv) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

(v) any other relevant matter.

31.2 **Overtime - maximum rate**

(a) The hourly rate for the calculation for payment of overtime shall not exceed that calculated on an annual salary of **DDSO 4** Year 5

31.3 **Overtime - preliminary**

(a) Where, outside his or her normal hours of duty, an Employee is required:

(i) to continue on duty; or

(ii) to undertake official duty regularly at specified times; or

(iii) to stand by on call for duty, he or she shall be entitled to receive an overtime payment (or time off in lieu) as prescribed in this clause;

(iv) in determining whether overtime shall be required the Employer will have regard to an Employee's work/life balance; and

(v) the Employer will also have regard to its occupational health and safety obligations.

(b) No overtime payments (or time off in lieu) shall be granted unless the Employer is satisfied that:

(i) the overtime work was necessary and unavoidable; and

(ii) the work was carried out under proper supervision and control, and it is proper that such payment should be paid.

(c) Overtime rates shall be calculated on the Employee's ordinary hourly rate excluding allowances.

(d) Shift allowance shall not be used in the calculation of overtime.

31.4 **Overtime - general rates**

(a) The following overtime rates shall be paid for work performed outside the normal hours of duty:

(i) **Monday to Saturday** (inclusive except for public holidays): at the rate of time and a half of the ordinary rate for the first 3 hours and double time thereafter.

(ii) **Sunday:** in all cases except public holidays at the rate of double time of the ordinary rate.

(iii) **Public Holidays:** at the rate of double time and a half of the ordinary rate.

31.5 **Overtime – part-time Employees**

(a) Notwithstanding the provisions of **clauses 31.1**, **31.2**, and **31.3**, a part-time Employee shall not be entitled to overtime payment(s) unless the total number of hours worked in a fortnightly pay period by the part-time Employee exceeds 76. Payment, or equivalent time off in lieu, in all other instances for extra work performed in excess of the fixed number of working hours for a part-time Employee in a fortnightly pay period shall be at the ordinary hourly rate.

31.6 **Time off in lieu of overtime payment**

(a) The following provisions apply to the granting and taking of time off in lieu of payment for overtime:

(i) The Employer may, on application by the Employee, grant time off in lieu in respect of overtime worked by the Employee provided that no time off in lieu shall be granted in respect of any overtime for which payment is made.

(b) Notwithstanding **clause 31.6 (c)** and **clause 31.6 (f)** the accrual and taking of time off in lieu of overtime shall be at the following rates:

(i) Monday – Friday (other than a public holiday) at time for time;

(ii) Saturday at the rate of time and a half;

(iii) Sunday or Public Holiday at the rate of double time.

(c) Unless agreed otherwise, accrued time off shall be taken within four weeks of accruing. The Employer may direct the Employee as to when time in lieu shall be taken within this period, and as far as practicable accommodate the preferences of the Employee concerned when fixing the time for taking the time in lieu.

(d) When granting the time off as described above, the Employer shall make all reasonable endeavours to ensure that the time off is structured in such a manner as is suitable to both parties to this Agreement within the parameters of operational/service requirements and any negative budget impacts.

(e) If the time off in lieu has not been taken within four weeks, the Employer shall provide payment at the rate prescribed for the payment of overtime in **clause 31.4** on the days the overtime was originally worked for all untaken accrued time in lieu. Overtime payments made will be for the actual number of hours worked not the adjusted penalty hours.

(f) Where it is agreed that accrued time off in lieu shall be taken after four weeks of accruing, overtime payments shall not be made at the end of the first four week period.

(g) If the accrued time in lieu is not taken at the subsequent agreed date, and the Employee has been given the opportunity to take accrued time in lieu on that date but has not availed him or herself of the opportunity, the untaken time in lieu will be paid out at the applicable overtime rate in **clause 31.4**, **clause 31.5** and **clause 30.1 (a) (i) and (ii)** based on the day(s) the overtime was originally worked.

31.7 **Overtime - minimum payments on recall**

(a) An Employee, who due to emergency or other unforeseen circumstances is recalled to perform overtime duty, shall be paid for a minimum of three hours work at the appropriate overtime rate prescribed in this clause.

(b) An Employee, recalled to work within three hours of starting work on previous recall, shall not be entitled to any additional payment for the time worked within a period of three hours from the time of commencement of duty on the previous recall.

(c) The provisions of this clause shall not apply:

(i) where overtime duty is continuous, or separated only by a meal break, with the completion or commencement of ordinary hours of duty;

(ii) to an Employee who is on standby or on call duty for which an allowance is paid;

(iii) to an Employee who is on sleepover in a group home.

31.8 **Overtime meal allowances**

(a) An Employee who is required to work a period of overtime which:

(i) immediately follows or immediately precedes a scheduled period of ordinary duty and is not less than two hours; or

(ii) does not immediately follow or immediately precede a scheduled period of duty, and

(iii) includes a meal break of not less than 20 minutes taken prior to the completion and not less than four hours after the commencement of the overtime; or

(iv) where the taking of a meal break is precluded by reason of safety requirements, is not less than four hours:

(v) shall be eligible to receive the meal allowance payable in accordance with this clause.

(vi) $20.78 from the FPPOOA 1 July 2018, and adjusted thereafter in accordance with Australian Taxation Office rulings.

31.9 **Equitable access to additional hours**

(a) The parties support equitable access to non-rostered additional hours in order to avoid disputes. Therefore the Employer will, in consultation with HACSU, ensure a shift replacement process that includes an availability option for all Employees, other than casuals. The process must also take into consideration the requirements of the facility, when engaging Employees for additional hours.

PART 6 – LEAVE OF ABSENCE

32. RECREATION LEAVE

32.1 **Accrual of recreation leave - full-time Employees**

(a) An Employee is entitled to four weeks' paid recreation leave in respect of each calendar year of service. For the purposes of this entitlement, four weeks' leave is equivalent to 152 hours of duty for a full-time Employee.

(b) In respect of the calendar year in which an Employee commences or ceases employment, he or she shall be entitled to recreational leave for a period of 12 2/3rd hours for each completed month of service

(c) Recreation leave shall accrue progressively.

(d) For periods of employment less than one month's duration, Employees shall be paid accrued recreation leave entitlements on a pro rata basis from the date they commenced employment.

32.2 **Part-time Employees**

(a) A part-time Employee is entitled to recreation leave on a pro-rata basis.

(b) For periods of employment less than one month's duration, Employees shall be paid accrued recreation leave entitlements on a pro rata basis from the date they commenced employment.

32.3 **Shift workers - additional recreation leave**

(a) An Employee who is on rostered shift duty and who is regularly required to perform duty over seven days a week including Sundays and public holidays shall be entitled to additional recreation leave::

(i) Where the rostered time of ordinary duty includes at least 10 Sundays during the period of recreation leave accrual, an additional one week's recreation leave; or

(ii) Where the rostered time of ordinary duty includes less than 10 Sundays during the period of recreation leave accrual, additional recreation leave at the rate of one-tenth of a working week in respect of each Sunday so rostered.

(b) Rostered Sunday overtime duty will be counted where such duty is of more than three hours duration. A period of rostered duty which commences on a Saturday and extends into a Sunday or commences on a Sunday and extends into a Monday shall be deemed to be a period of Sunday duty.

32.4 **Shift workers annual allowance**

(a) For the purposes of this clause an eligible Employee is one who is rostered on shift duty and regularly required to perform duty over seven days a week, including Sundays and public holidays who, in addition to their entitlement to four weeks annual leave, is entitled to a fifth week of annual leave:

(i) Where his or her rostered time of ordinary duty includes at least 10 Sundays during the period of annual leave accrual; or

(ii) Where his or her rostered time of ordinary duty includes less than 10 Sundays during the period of annual leave accrual, additional leave at the rate of one tenth of a working week in respect of each Sunday so rostered:

(iii) Provided that rostered Sunday overtime duty shall be deemed to be counted where such duty is more than three hours duration and further that a period of rostered duty, which commences on the Saturday and extends into a Sunday or commences on a Sunday and extends into a Monday shall be deemed to be a period of Sunday duty.

(b) Eligible Employees may make a voluntary election in writing to take the fifth week's leave referred to as above as an additional weeks pay in lieu of the fifth week of recreation leave. The week's pay in lieu cannot be paid if it would result in the Employee's remaining accrued entitlement to recreation leave being less than 4 weeks.

(c) The Employer shall only refuse an Employee's election to receive the additional week's pay where sufficient Employees exist at the relevant work place to allow backfilling of all leave entitlements or when an Employee's election would adversely affect the employment contract of another Employee.

(d) Where an eligible Employee elects to receive the additional week's salary in lieu of the leave, and the Employer approves that election, the Employee shall be paid the full amount that would have been payable to the Employee had the Employee taken the recreation leave instead taking of payment in lieu.

(e) Where an eligible Employee desires to substitute a date for payment other than that described above, then the Employee must notify the Employer of the substitute date 28 days in advance. No more than two weeks additional pay may be carried over from one year to another.

(f) An eligible Employee must make his or her election on or before the 1 January each year. Employees commencing during the course of a year must make their election within 28 days of commencement and thereafter on or before the 1 January each year. Where the Employer refuses an Employee's election to receive the week's additional pay, such notification must be provided to the Employee within 28 days from receipt of the election.

(g) Where an eligible Employee's election to receive the additional week's pay has been approved, and employment ceases during the course of the year, the Employee shall be paid the appropriate pro rata quantum, together with the following payments:

(i) for Employees in receipt of the commuted shift allowance as described in **clause 24.2**, an allowance at the rate of 17.5% of the remuneration payable above. Provided that the maximum allowance payable above shall not exceed an amount calculated in respect of the annual salary of: DDSO 4 year 5 at the first day of January of the year in which the leave is taken.

(ii) for other Employees, an allowance equal to any additional payments to which the Employee would have been entitled for shift, Saturday or Sunday duty not in excess of the prescribed weekly hours which the Employee would otherwise have been entitled to receive had the Employee not elected to receive the weeks additional pay in lieu of the fifth weeks leave.

(h) Employees will be advised in writing of the option to make a voluntary election under this clause.

32.5 **Taking of recreation leave and substituted leave**

(a) Leave of absence for recreation leave or substituted leave (as provided for in **clause 32** and **clause 39** of this Agreement) shall be granted by the Employer in accordance with the provisions of this Agreement at such times as are convenient to the operational needs of the Employer and the Employer must not unreasonably refuse to agree to a request by the Employee to take paid recreational leave.

(b) Leave planning: to promote the fair and equitable access to preferred leave dates and operational efficiency, all Employees will be requested to nominate their preferred leave dates on a leave planner. The Employer will respond to the leave preferences of Employees taking into account operational need and the leave preferences of other Employees.

(c) The Employer may direct an Employee to take any leave of absence for recreation to which an Employee is entitled at such times as is convenient to the operational needs of the Employer, but as far as practicable the wishes of the Employee concerned shall be taken into consideration when fixing the time for the taking of the leave.

(d) Employees can take recreation leave using flexible options including:

(i) Capacity to take leave at half pay double time;

(ii) Taking of leave is not restricted to pay period cycles;

(iii) Single day annual and sub leave may be taken.

(e) Notwithstanding the above, Employees shall, on a regular basis be given the opportunity to review the planned leave arrangements and nominate their preferred days for taking their leave. The Employer shall consider such requests in the context of operational requirements, make all reasonable efforts to accommodate such requests.

(f) Every Employee shall be granted and shall take the leave of absence for recreation to which the Employee is entitled in respect of any calendar years' service not later than 31 December next following the year in which the entitlement accrues. Any leave of absence for recreation not taken by that date shall be taken at the direction of the Employer after consulting with the Employee as to their preferred times for taking such leave. The Employer shall make all reasonable efforts to accommodate such requests and shall not unreasonably deny such requests.

(g) Notwithstanding the above, where it has been established to the satisfaction of the Employer that exceptional circumstances exist approval may be granted for any Employee to retain the entitlement to leave beyond the limit described above.

(h) 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 recreational leave on that public holiday.

(i) An Employee who, upon retirement, resignation, dismissal or termination of services or employment, has accrued recreation leave must be paid in lieu of such recreation leave such amount being the salary and allowances the Employee would have received if the recreation leave had been taken. The payment on termination of employment in respect of accrued substituted leave shall be the ordinary salary for such substituted leave.

(j) An Employee granted leave under **clause 44** who has accrued leave of absence for recreation or substituted leave:

(i) may elect during the first 12 months of such leave to be paid in lieu of leave of absence for recreation or substituted leave; and

(ii) must be paid in lieu of leave of absence for recreation or substituted leave if an election is not made.

(k) Part-time Employees when taking recreation leave in periods of one week or more shall be paid, whilst on such leave of absence, pro-rata, commensurate with the actual hours worked within the relevant accrual period. In calculating the leave to be paid, where the leave period extends beyond an even weekly period(s), those recreation

hours which extend beyond the weekly period shall be deducted in accordance with the shifts to be worked had the Employee not proceeded on recreation leave. For example, if an Employee applied for between two and three weeks recreation leave, leave paid would be on the basis of two weeks commensurate with the actual hours worked within the relevant accrual period plus the shifts which the Employee would have been absent during the second and third weeks of leave.

(l) Subject to the leave balance requirements in **clause 32.4 (b)**, a part-time Employee may elect to take additional leave credits up to a maximum of 38 hours per week during the period of leave. Any additional hours of recreation leave taken will be deducted from the Employee's recreation leave balance.

32.6 **Recreation leave allowances**

(a) **Basic entitlements**

An Employee shall, in respect of recreation leave, be entitled to be paid in addition to an amount payable by way of salary and other emoluments included in **clause32.6(c)**, the greater of the two amounts calculated in accordance with the following:

(i) an allowance at the rate of 17.5 per cent of the total remuneration of the Employee for the period of recreation leave, subject to remuneration for the purposes of calculating this allowance being deemed to be the remuneration of the Employee as at the first pay period on or after the first day of January of the year in which the recreation leave is taken. For the purpose of this sub-clause, total remuneration includes salary, qualifications allowances and higher duties; or

(ii) an allowance equal to any additional payments to which an Employee would be entitled for shift, Saturday or Sunday duty not in excess of prescribed weekly hours which the Employee would be required to perform if he or she were not proceeding on recreation leave; provided where the Employer is unable to calculate the allowance to which an Employee would be entitled above on the basis of an actual or projected roster, the allowance shall be the average weekly additional payments which an Employee has received or is entitled to receive in respect of shift, Saturday or Sunday duty not in excess of prescribed weekly hours performed in the period of 12 weeks terminating three weeks prior to the commencement of the recreation leave period.

(b) **Maximum payment**

(i) Provided that the maximum allowance payable above shall not exceed an amount calculated in respect of the annual salary of **DDSO 4** year 5 at the first day of January of the year in which the leave is taken.

(c) **Allowances paid on recreation leave**

(i) The following allowances shall be paid while an Employee is on recreation leave (in addition to recreation leave allowance):

Allowance
Higher Duties - Providing the Employee was performing higher duties on the day before going on recreation leave
Commuted Shift Allowance
Qualifications Allowance
Allowance paid to Trade Assistant in charge of plant containing fully manned boilers
Qualification allowance registered Class 1 Plumber

Instructor/Trainee relationship allowance
Electricians allowance

32.7 **Leave not counted for recreation leave accrual**

(a) The following shall not be counted as service for the purposes of determining recreation leave entitlements in respect of a calendar year:

(i) personal leave without pay which in the aggregate exceeds three months in such a calendar year; or

(ii) any other periods of leave (other than recreation leave, personal leave or full-time study leave) which in the aggregate exceeds one month in such calendar year; or

(iii) any period of leave without pay carrying over into the following calendar year and leave without pay immediately following a period of parental leave without pay.

(b) When in any calendar year an Employee is absent on leave for any period which under this sub-clause and is not to be regarded as service, the period of leave of absence for recreation to which the Employee would otherwise be entitled in respect of that calendar year shall be reduced by 12 and 2/3rd hours for each complete month of the aggregate of such periods of absence during such year.

(c) Provided that for where leave of absence for recreation has already been taken in excess of the reduced period so computed the period of leave of absence for recreation to which the Employee shall be entitled in respect of the following year shall be reduced by the period of excess leave so taken.

32.8 **Purchased leave**

(a) Notwithstanding any other provision of this Agreement, an Employee may, with the agreement of the Employer, work between 48 weeks and 51 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.

(b) Where an Employee is considering entering into a purchased leave arrangement, the Employer must provide the Employee with a statement outlining the impact that a purchased leave arrangement has on salary and all other entitlements, together with details of the alternative options available under **clause 32.8 (f)** . The statement outlining the impact that a purchased leave arrangement has on salary and other entitlements will form part of the Request for Purchased Leave Application to be signed by the Employee.

(c) Where the Employer and an Employee agree to a reduction in the number of working weeks under **clause 32.8 (a)**, the Employee will receive additional annual leave as follows:

48/52 weeks	Additional 4 weeks' leave
49/52 weeks	Additional 3 weeks' leave
50/52 weeks	Additional 2 weeks' leave
51/52 weeks	Additional 1 week's leave

(d) the Employee will receive a salary equal to the period worked (eg 48 weeks, 51 weeks) which will be spread over a 52 week period; and

(e) accrual of sick leave and long service leave by the Employee shall remain unchanged.

(f) As an alternative to entering into an agreement under **clause 32.7 (a)**, an Employee may request leave without pay under **clause 36.1** or that their recreation leave entitlement under **clause 32** to be converted to double leave on half pay.

(g) The Employer will endeavour to accommodate Employee requests for arrangements under this clause, providing that the availability of purchased leave arrangements will be subject to workload and do not impact on service delivery. Purchased leave requests and the timing of leave taken under purchased leave arrangements will be approved by local management.

(h) Where such requests are granted, the Employer will make proper arrangements to ensure that the level of service provided to clients can be maintained, the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

(i) An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

33. PARENTAL LEAVE

33.1 **Application**

Full-time, part-time and Eligible Casual Employees are entitled to parental leave under this clause if the leave is associated with:

(a) the birth of a child of the Employee or the Employee's Spouse; or

(b) the placement of a child with the Employee for adoption; and

33.2 **Definitions**

For the purposes of this clause:

(a) **Eligible Casual Employee** means a casual Employee:

(i) employed for a minimum period of 15.2 hours per fortnight for at least two periods of employment in the immediate period 12 months prior to proceeding on parental leave; and

(ii) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

(b) **Continuous Service** is work for the Employer on a regular and systematic basis (including any period of authorised leave) and any period of Recognised Prior Service (as defined in **clause 33.2(g))**

(c) **Child** means:

(i) In relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;

(ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:

(A) who is, or will be, under 16 as at the day of placement, or the expected day of placement;

(B) has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and

(C) is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.

(d) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

(e) **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.

(f) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.

(g) **Recognised Prior Service** means any service where the Employee was employed:

(i) by a public entity under the Public Administration Act 2004 (Vic);

(ii) under Part 6 of the Public Administration Act 2004 (Vic); or

(iii) as a parliamentary officer or electorate officer under the Parliamentary Administration Act 2005 (Vic);

immediately prior to the Employee's employment with the Employer.

33.3 **Summary of Parental Leave Entitlements**

Parental leave entitlements in this clause are summarised in the following table.

	Paid leave	**Unpaid leave**	**Total**
Primary Caregiver			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service and non-eligible casual Employees	0	Up to 52 weeks	52 weeks
Eligible casual Employee	14 weeks	Up to 38 weeks	52 weeks
Secondary Caregiver			
More than 12 months service	1 week	Up to 51 weeks	52 weeks
Less than 12 months service and non-eligible casual Employees	0	Up to 52 weeks	52 weeks
Eligible casual Employee	1 week	Up to 51 weeks	52 weeks
Pre-natal leave			
Pregnant Employees - Full Time and Part-Time	35 hours		
Spouse - Full Time and Part-Time	7.6 hours		

	Paid leave	Unpaid leave	Total
Permanent Care Leave			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service and non-eligible casual Employees	0	Up to 52 weeks	52 weeks
Eligible casual Employee	14 weeks	Up to 38 weeks	52 weeks

33.4 **Parental Leave – Primary Caregiver**

(a) A Full Time, Part Time or Eligible Casual Employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

(i) 14 weeks paid parental leave; and

(ii) up to 38 weeks unpaid parental leave.

(b) An Employee who will be the Primary Caregiver but has not completed at least twelve months Continuous Service at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

(c) A Casual Employee who is not an eligible casual Employee in accordance with **clause 33.2(a)** and who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

(d) Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:

(i) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;

(ii) if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their Employer; or

(iii) if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

(e) A period of parental leave taken in accordance with this clause must be for a single continuous period.

33.5 **Parental Leave – Secondary Caregiver**

(a) A Full Time, Part Time or Eligible Casual Employee who has, or will have, completed at least twelve months Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

(i) 1 week paid parental leave; and

(ii) up to 51 weeks unpaid parental leave.

(b) A Full Time, Part Time or Eligible Casual Employee who will be the Secondary Caregiver but has not completed at least twelve months Continuous Service at the time of the birth or adoption, is entitled to up to 52 weeks unpaid parental leave.

(c) A Casual Employee who is not an eligible casual Employee in accordance with **clause 33.2(a)** and who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

(d) Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.

(e) An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

33.6 **Pre-Natal Leave**

(a) A Full time or Part time Employee who is pregnant will have access to paid leave totalling up to 35 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy. The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.

(b) A Full time or Part time Employee who has a Spouse who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.

(c) The Employee is required to provide a medical certificate from a registered medical practitioner confirming that the Employee or their Spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.

(d) Paid pre-natal leave is not available to any casual Employees.

33.7 **Pre-adoption leave**

(a) A Full time or Part time Employee seeking to adopt a Child is entitled to use both paid (personal and annual leave) and/or unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

(b) The Employee and the Employer should agree on the length of the leave. Where agreement cannot be reached, the Employee is entitled to take up to two days of either paid or unpaid leave.

(c) Any Casual Employee may access unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

(d) The Employer may require the Employee to provide satisfactory evidence supporting the leave.

33.8 **Permanent Care Leave**

If, pursuant to the *Children, Youth and Families Act 2005* (Vic) or any successor to that legislation, an Employee (other than a non-eligible casual Employee or an Employee with less than 12 months service), is granted a permanent care order in relation to the custody or guardianship of a child and the Employee is the Primary Caregiver for that child, the Employee will be entitled to 14 weeks' paid leave at a time to be agreed with the Employer.

33.9 **Continuing to work while pregnant**

(a) The Employer may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work in their present position where the Employee:

(i) continues to work within a six week period immediately prior to the expected date of birth of the child; or

(ii) is on paid leave under **clause 33.10**.

(b) The Employer may require the Employee to start parental leave if the Employee:

(i) does not give the Employer the requested certificate within seven days of the request; or

(ii) gives the Employer a medical certificate stating that the Employee is unfit to work.

33.10 **Personal/Carer's Leave**

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with **clause 34**.

33.11 **Transfer to a Safe Job**

(a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave. The Employer may require the evidence referred to above to be a medical certificate.

(b) If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take no safe job paid leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:

(i) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or

(ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

(c) The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

33.12 **Special Parental Leave**

(a) Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

(i) where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with **clause 34**;

(ii) where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special parental leave not exceeding the amount of paid parental leave available under **clause 33.3** and thereafter, to unpaid special parental leave.

33.13 **Notice and evidence requirements**

(a) An Employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:

(i) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;

(ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and

(iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

(b) At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in **clause 33.13(a)**, unless it is not practicable to do so.

(c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:

(i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or

(ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

(d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

33.14 **Commencement of parental leave**

(a) An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 14 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.

(b) In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.

(c) Secondary caregiver parental leave may commence on the day of birth or placement of the Child.

(d) The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.

(e) Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

33.15 **Single period of parental leave**

(a) Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of concurrent leave.

33.16 **Employee Couple – Concurrent Leave**

(a) Two Employees covered by this Agreement may take up to eight weeks concurrent leave in connection with the birth or adoption of their Child.

(b) Concurrent leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.

(c) Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than 2 weeks, unless the Employer otherwise agrees.

33.17 **Parental Leave and Other Entitlements**

(a) 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 or a longer period as agreed under **clause 33.20(a).**

(b) Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

(c) Unpaid parental leave under **clauses 33.4, 33.5, 33.20 and 33.22** shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

33.18 **Keeping in touch days**

(a) During a period of parental leave an Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.

(b) Keeping in touch days must be agreed and be in accordance with **section 79A** of the FW Act.

33.19 **Variation of period of parental leave**

(a) Unless agreed otherwise between the Employer and Employee, where an Employee takes parental leave 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.

33.20 **Extending parental leave**

(a) **Extending the initial period of parental leave**

(i) An Employee, who is on an initial period of parental leave of less than 52 weeks under **clause 33.4** or **33.5**, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.

(ii) The Employee must notify the Employer in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

(b) **Right to request an extension to parental leave**

(i) An Employee who is on parental leave under **clause 33.4** or **33.5** may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.

(ii) In the case of an Employee who is a member of an Employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.

(iii) The Employee's request must be in writing and given to the Employer at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's spouse will have taken.

(iv) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.

(v) The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request.

(vi) The Employer must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal.

(c) **Total period of parental leave**

(i) The total period of parental leave, including any extensions, must not extend beyond 24 months.

(ii) In the case of an Employee Couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee's entitlement to parental leave under **clause 33.4 or 33.5** will reduce by the period of any extension taken by a member of the couple under **clause 33.20**.

33.21 **Calculation of pay for the purposes of parental leave**

(a) The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the Employee over the past three years. The calculation will exclude periods of unpaid parental leave.

(b) The average number of weekly hours worked by the Employee, determined in accordance with **clause 33.21(a)** above, will be then applied to the annual salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.

(c) Despite **clause 33.21(a)**, an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

(d) **Half Pay**

(i) The Employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

33.22 **Commonwealth Paid Parental Leave**

(a) Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

33.23 **Returning to Work**

(a) **Returning to work early**

(i) During the period of parental leave an Employee may return to work at any time as agreed between the Employer and the Employee, provided that time does not exceed four weeks from the recommencement date desired by the Employee.

(ii) In the case of adoption, where the placement of an eligible child 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.

(b) **Returning to work at conclusion of leave**

(i) At least four weeks prior to the expiration of parental leave, the Employee will notify the Employer of their return to work after a period of parental leave.

(ii) Subject to **clause 33.23(b)(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 **clause 33.11**, 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.

(c) **Returning to work at a reduced time fraction**

(i) To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time fraction after which the Employee may increase their hours back up to their substantive time fraction.

(ii) Where an Employee wishes to make a request under **clause 33.23(c)(i)** such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

(iii) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business.

(iv) The Employee's request and Employer's decision will be in writing.

(v) The Employer's response, including details of the reasons for any refusal, must be given as soon as practicable and no later than 21 days after the request is made.

33.24 **Consultation and Communication during Parental Leave**

(a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

(ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

(b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

(c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this clause.

33.25 **Replacement Employees**

(a) A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.

(b) 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.

(c) Limitations in **clause 15.7** on the use of fixed term employment to replace the Employee does not apply in this case.

33.26 **Casual Employees**

The Employer must not fail to re-engage a casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

34. PERSONAL/CARER'S LEAVE

The provisions of this clause apply to full-time and regular part-time Employees. See **clause 34.9(d)** for casual Employees' entitlements.

34.1 **Amount of paid personal/carer's leave**

(a) Paid personal/carer's leave will be available to an Employee when they are absent because of:

(i) personal illness or injury;

(ii) personal illness or injury of an immediate family or household member who requires the Employee's care or support; or

(iii) an unexpected emergency affecting an immediate family or household member; or

(iv) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee, provided that the care and attention is not wholly or substantially on a commercial basis.

34.2 **Personal leave entitlement**

(a) A full time Employee is entitled to paid personal/carer's leave of 114 hours (120 hours for Employees whose ordinary hours of duty average 80 hours per fortnight). A part-time Employee is entitled to pro-rata amount of paid personal/carer's leave based on the part-time Employee's hours of work.

(b) Leave will be credited on commencement of employment and subsequently on the anniversary date of the Employee's employment.

(c) Employees appointed to a fixed-term period will accrue on a pro-rata basis paid personal/carer's leave according to length of their service.

(d) Leave without pay will not count as service for personal/carer's leave accrual purposes.

(e) Accrued personal/carer's leave will not be paid out on termination of employment.

34.3 **Accumulation**

(a) Personal leave is cumulative and the scale of credits prescribed for Employees shall be computed from the date of commencement of employment.

(b) In respect of personal leave taken without pay by an Employee in his or her first year of employment and in respect of which personal leave credits accrue or additional personal leave credits accrue on completion of one year's employment, the Employee shall be entitled to use such credits in order to receive payment for leave previously taken without pay on account of sickness in the first year of employment.

34.4 **Immediate family or household**

(a) The term **immediate family** includes:

(i) Spouse (including a former Spouse, a de facto partner and a former de facto partner) of the Employee. A defacto partner 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

(ii) child or an adult child (including an adopted child, a step child or an exnuptial child), parent, grandparent, grandchild or sibling of the Employee or Spouse of the Employee.

34.5 **Use of accumulated personal/carer's leave**

(a) An Employee is entitled to use accumulated personal/carer's leave for the purposes of this clause where the current year's personal/carer's leave entitlement has been exhausted.

34.6 **Personal leave without a medical certificate**

(a) For any period exceeding three days continuous personal leave an Employee shall furnish either a certificate by a registered health practitioner or a statutory declaration, setting out the cause of the personal leave, provided that, where the number of personal leave days taken by an Employee in any one year without a medical certificate or a statutory declaration exceeds five days in aggregate, the number of days absent in excess of five days shall be deducted as recreation leave or leave without pay on the Employee's election and not as personal leave.

34.7 **Registered health practitioners**

(a) For the purposes of this clause, "registered health practitioner" means one of the following: Doctor of medicine; Chiropractor; Dentist; Optometrist; Osteopath; Physiotherapist; Podiatrist; Psychiatrist; Psychologist; or a practitioner registered by the Chinese Medicine Board of Australia.

34.8 **Certificate from defined practitioners**

(a) Where an Employee is absent from duty on account of a disability which required or requires attendance upon a registered; Chiropractor; Dentist; Optometrist; Osteopath; Physiotherapist; Podiatrist; Psychologist; or a practitioner registered by the Chinese Medicine Board of Australia, he or she may be granted, out of their sick leave entitlement, leave for a period not exceeding one week in aggregate (in respect of any one or a combination of such practitioners) in any 12 month period provided he/she furnishes a certificate from such practitioner(s).

34.9 **Carer's leave**

(a) **Use of personal leave**

(i) An Employee with responsibilities in relation to either members of their immediate family (see definition in **clause 34.4**) or members of their household who need their care or support shall be entitled to use, in accordance with this clause, any personal leave entitlement for absences to provide care or support for such persons when they are ill.

(ii) The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(iii) The entitlement to use personal leave in accordance with this clause is subject to the Employee being responsible for the care of the person concerned; and the person concerned being either a member of the Employee's immediate family, or a member of the Employee's household.

(iv) The Employee shall, wherever practicable, give the Employer notice prior tothe absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, 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.

(b) **Absence on public holidays**

(i) If the period during which an Employee takes paid personal/carer's 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 personal/carer's leave on that public holiday.

(c) **Exhaustion of personal leave credits**

(i) Where personal leave credits are exhausted, leave may be deducted from an Employee's recreation leave credits or leave without pay granted, whichever the Employee elects.

(d) **Casual Employees – Caring responsibilities/ Compassionate leave**

(i) Casual Employees are entitled to be unavailable to attend work or to leave work:

(A) If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

(B) upon the death in Australia of an immediate family or household member.

(ii) The organisation and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two (2) days per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

(iii) The organisation will require the casual Employee to provide satisfactory evidence to support the taking of this leave.

34.10 **Compassionate Leave**

(a) **Amount of compassionate leave**

(i) Employees are entitled to three days' compassionate leave on full pay for each occasion, when a member of the Employee's immediate family or a member of the Employee's household:

(A) contracts or develops a personal illness that poses a serious threat to his or her life;

(B) sustains a personal injury that poses a serious threat to his/her life; or

(C) dies.

(b) Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.

(c) Such leave does not have to be taken consecutively.

(d) In addition to the entitlement under **clause 34.10(a)**, an additional day's compassionate leave on full pay may be granted to any Employee on account of the death or serious illness of his/her Spouse, child, father, mother, brother, sister or grandparent or those of his/her Spouse or in the any other case where in the opinion of the Employer special circumstances exist.

(e) Notwithstanding **clause 34.10(a)** and **clause 34.10(d)**, if the Employer is satisfied that on account of pressing necessity leave should be granted to an Employee the Employer may grant such leave as the Employer considers appropriate and on such terms as she or he sees fit.

(f) An Employee may take unpaid compassionate leave by agreement with the Employer.

(g) The organisation will require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

34.11 **Additional Matters**

(a) **Pregnancy**

(i) No Employee shall be entitled to personal leave on account only of being pregnant or having recently given birth to a child, but nothing in this clause shall prevent an Employee being entitled to personal leave on account of illness resulting from pregnancy or childbirth.

(b) **Personal leave in excess of 13 weeks**

(i) Continuous leave with pay shall not be granted to an Employee for any period exceeding 13 weeks, unless an authorised Medical Practitioner approved by the Employer certifies that the leave is necessary. Where an Employee is continuously absent from duty on account of illness for a period beyond 13 weeks, such Employee shall not be permitted to return to duty until the authorised Medical Practitioner certifies that he or she is fit to resume work.

(c) **Alcohol and drug related leave**

(i) Where an Employee is suffering misuse of alcohol and or other drugs and has exhausted all accrued personal leave entitlements and agrees to undergo and is accepted to an approved rehabilitation program, that Employee shall be granted leave of absence without pay.

(d) **Dangerous medical conditions**

(i) If the Employer has reason to believe that an Employee is in such a state of health as to render such an Employee a danger to fellow Employees, the Employer may require the Employee to obtain and furnish a report as to his or

her condition from a duly qualified medical practitioner, or may require such Employee to be examined by a registered medical practitioner.

(ii) Upon receipt of the medical report, the Employer may direct the Employee to be absent from duty for a specified period, or, if already on leave of absence, direct such Employee to continue on leave for a specified period, and the absence of such Employee shall be regarded as absence owing to illness.

(e) **Tuberculosis leave**

(i) An Employee suffering from pulmonary tuberculosis and to be probably curable shall be granted leave of six months on full pay and three months on half pay, provided that such pay may be conditional on the Employee undergoing treatment in an approved sanatorium when so recommended by a designated medical practitioner. Any Leave so granted in excess of the amount standing to his/her credit shall not be regarded as a debit against such an Employee. On resumption of duty, such Employee shall be entitled to a total initial credit of not less than 122 hours on full pay and 122 hours on half pay.

(ii) An Employee medically certified as having suspected tubercular infection may be granted leave on full pay for a period not exceeding 13 weeks, provided that such pay may be conditional upon the Employee undergoing treatment in an approved sanatorium when so recommended by a designated medical practitioner. Any leave so granted in excess of the amount outstanding to the credit of the Employee shall not be regarded as a debit against such Employee.

(iii) Leave of absence under this clause shall not be granted to an Employee who is certified by a designated medical practitioner as having suffered from pulmonary tuberculosis prior to being employed by the Employer.

(f) **Unpaid leave for family purposes**

(i) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

(g) **Recreation leave**

(i) Notwithstanding the provision of this clause, an Employee may elect, with the consent of the Employer, to take recreation leave not exceeding five days in any calendar year at a time or times agreed between the parties.

(ii) An Employee and Employer may agree to defer payment of the recreation leave loading in respect of single day absences, until at least five consecutive recreation leave days are taken.

(h) **Make-up time**

(i) An Employee may elect, with the consent of their Employer, to work 'make-up time'', under which the Employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement at ordinary rates.

35. FAMILY VIOLENCE LEAVE

35.1 **General Principle**

(a) The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to Employees that experience family violence.

(b) Leave for family violence purposes is available to Employees who are experiencing, or being threatened with, family violence to allow them to be absent from the workplace due to physical injury and/or psychological injury as well as to attend counselling appointments, legal appointments or proceedings and all other activities related to, and as a consequence of, family violence.

35.2 **Definition of Family Violence**

(a) Family violence includes the threat of, or actual physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act* 2008 (Vic).

35.3 **Eligibility**

(a) Leave for family violence purposes is available to all full time, part time and casual Employees

(b) Casual Employees are entitled to access leave without pay for family violence purposes.

35.4 **General Measures**

(a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.

(b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

(c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.

(d) The Employer will identify contact/s within the workplace who will be suitably trained in family violence and associated privacy issues, to which an Employee experiencing family violence may seek information and advice. The Employer will advertise/communicate to its workforce the names of all Family Violence contacts.

(e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.

(f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with **clause 35.5** and **clause 35.6**.

(g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

35.5 **Leave**

(a) An Employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and all other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave and will not be unreasonably refused). This leave will be in addition to all existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

(b) An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. Where an Employee's personal/carers leave is exhausted they will be entitled to access accrued recreation leave and Leave Without Pay. The Employer may require evidence consistent with **clause 34.6(a)** from an Employee seeking to utilise their personal/carer's leave entitlement.

35.6 **Individual Support**

(a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:

(i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;

(ii) temporary or ongoing job redesign or changes to duties;

(iii) temporary or ongoing relocation to suitable employment at a suitable location;

(iv) a change to their telephone number/s and/or email address to avoid harassing contact;

(v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

(b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment will revert back to the terms and conditions applicable to the Employee's substantive position

(c) An Employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local Employee support resources. The EAP shall include professionals trained specifically in family violence Employees experiencing family violence can access up to 4 sessions through the EAP. Further sessions can be accessed on request and will not be unreasonable refused.

(d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

36. OTHER FORMS OF LEAVE

36.1 **Leave Without Pay**

(a) Leave of absence may be granted to on-going or fixed term Employees. When considering applications for leave of absence for fixed term Employees the duration of the fixed term agreement is to be considered.

(b) Leave without pay shall not break the Employee's continuity of employment but will not count as service for leave accrual or other purposes.

(c) The following are indicative of the reasons for which leave of absence may be granted, provided that this is not an exhaustive list:

(i) For family reasons, such as caring for children or elderly/invalid relatives, leave of absence may be granted to extend other entitlements already taken such as Parental Leave;

(ii) To undertake employment, including self-employment, research or study that is considered to be of benefit to the Employer;

(iii) To campaign for public office, provided that leave may not be granted for the purpose of standing for Federal election;

(iv) To participate in, officiate at, train for and recover from sporting events at a State or National level;

(v) To pursue the development of personal interests, including artistic, cultural and literary pursuits;

(vi) To accompany a Spouse/partner who has been transferred to another location or who has been granted leave that involves travel.

(d) Employees seeking to take periods of leave without pay should be aware that there is no automatic entitlement to such leave. In general Employees should use any entitlement to accrued recreation leave or substituted leave prior to being granted leave without pay. Applications will be considered, case-by-case, on their merits and with regard to the operational and workforce planning requirements of the Employer.

(e) Requests for leave without pay are required to be lodged at least six weeks prior to the commencement of the proposed leave. This will allow sufficient time for the application to be considered by the Employer, at the appropriate levels of management, and the delegate who has the authority to reject or accept the application. (This requirement may be waived for applications of an urgent nature).

(f) Applications for leave of absence should state the proposed period of leave and the reason for the leave. The Employer may request supporting documentation.

(g) An Employee wishing to resume work earlier than the date agreed at the time the leave was approved, should give a minimum of one month's notice of the proposed early resumption date for the Employer’s consideration.

(h) An Employee may take Leave Without Pay to undertake employment with HACSU subject to the following:

(i) Employees should have completed 2 years satisfactory service;

(ii) The nature of the employment with HACSU should be paid full-time and to undertake functional industrial activities rather than essentially administrative or clerical support duties;

(iii) The period of leave without pay should not be more than 2 years, unless special circumstances apply; and

(iv) The period of leave without pay shall not break the Employee's continuity of employment and will count as service, including for long service leave purposes.

36.2 **War service**

(a) Where the Employer is satisfied that the illness of an Employee is directly attributable to or is aggravated by the service of the Employee in connection with the war like operations in Vietnam after 31 July, 1962, such Employee shall, apart from any sick leave which may be standing to the credit of such Employee be credited with special leave with full pay amounting to 114 hours in respect of each year of service from 31 July 1962.

(b) Leave under this shall be cumulative provided that the total of such accumulated leave standing to the credit of an Employee shall not exceed 760 hours.

36.3 **Trade union training leave**

(a) In order to maintain good industrial relations and for the avoidance and settlement of disputes, an Employee who has been nominated by the HACSU and has been accepted by the Union's approved training provider to attend a union training course may be granted Trade Union Training Leave on full pay for up to five days in any one calendar year subject to the Employer being satisfied that the course of training is likely to contribute to a better understanding of industrial relations, or in the case of a duly elected Occupational Health and Safety Representative nominated to attend an occupational health and safety course, is likely to assist the Employee discharge his or her functions as a health and safety representative; and provided that the granting of leave will not unduly affect the operations of the Employer.

(b) Leave on full pay in excess of five days and up to 10 days may be granted in any one calendar year subject to the total union training leave in that year and the subsequent year not exceeding 10 days.

36.4 **Health and Safety Training Leave**

(a) Upon election as a health and safety representative, an Employee shall be granted leave on full pay for up to five days, as soon as practicable after appointment having regard to the availability of course places and the work of the Employer, to attend an introductory health and safety representative's course which has been approved by the Occupational Health and Safety Commission (or its successor).

(b) An Employee shall be granted this leave on no more than one occasion and this leave is in addition to any Trade Union Training leave granted under **clause 36.3.**

36.5 **Jury Service**

(a) Any Employee required to attend and serve as a juror in any court shall be granted leave with pay for the period during which the attendance of the Employee at court is required.

36.6 **Defence Force Leave**

(a) An Employee required to complete Defence Reserve service may be granted leave up to a maximum period of 78 weeks' continuous service.

(b) The Employee will consult with the Employer regarding the proposed timing of the service and will give the Employer as much notice as is possible of the time when the service will take place.

(c) Where the base salary excluding allowances received by the Employee from the Australian Defence Force or Defence Reserve service during his or her ordinary hours of work is below the Employee's salary, the Employer will, unless exceptional circumstances arise, pay to the Employee make-up pay for the period of Defence Reserve service.

36.7 **Justice of the Peace Leave**

(a) An Employee who is a Justice of the Peace and who is required to officiate at the Magistrates' Courts in such capacity, may be granted leave up to five days per year to so officiate.

36.8 **Emergency Services Leave**

(a) If the Employee is a registered member of a volunteer Organisation and is called upon, the Employee will be released from normal duties without loss of salary or entitlements to participate in fire fighting, flood relief, or other declared emergency activity.

(b) Verification of the Employee's bona fide involvement in an emergency activity is required and should be in the form of a written statement from the relevant authority

(eg. Country Fire Authority, State Emergency Service) which states the nature of the activity and period of service required of the Employee.

36.9 **Study leave**

(a) **Study leave entitlements – general**

(i) Study leave may be granted for the purposes of undertaking approved studies as follows:

(A) Attending lectures, tutorials and other approved study activities: leave, granted, with or without pay, shall not exceed 7 hours, 36 minutes per week other than in exceptional circumstances;

(B) Attending seminars and excursions: leave with pay in any one calendar year for a period which does not exceed 152 hours;

(C) Examinations: up to a total of 38 hours leave with pay in any one calendar year for the purpose of preparing for examinations, or for written or practical work which is in lieu of or in addition to examinations; and

(D) In addition, leave with pay to attend examinations.

(b) **Study leave - part-time workers**

(i) In determining an application for study leave by a part-time worker, the Employer shall grant such proportion of the leave which it would be appropriate to grant were such part-time worker employed on the basis of the prescribed fortnightly hours of duty as is equivalent to the ratio the fixed fortnightly hours worked by such part-time worker bears to such prescribed hours of duty.

(c) **Special circumstances**

(i) Notwithstanding that lectures, tutorials or other approved study activities are available outside normal working hours, the Employer, if satisfied that there are special circumstances, may grant leave (not exceeding three hours plus reasonable travelling time per week) as the Employer considers appropriate.

(ii) Notwithstanding anything in this clause, if in the opinion of the Employer exceptional circumstances exist, an Employee may be granted leave for a period in excess of that provided for in **clause 36.9(a)** and **clause 36.9(b)** and may be granted such leave:

(A) without pay; or

(B) with pay on the condition that it will be offset by the performance of duties by the Employee outside normal working hours.

(d) **Study Leave - Organisational or technological change**

(i) Where the duties, promotional opportunities or qualifications of an Employee are affected by technological or organisational changes within the operations of the Employer, study leave, as set out in **clause 36.9(a)** and **clause 36.9(b)** shall be granted with pay or without pay as is necessary to enable that Employee to undertake duties appropriate 'to the position which is equivalent in classification or career potential to that of his or her position.

(e) **Dedicated Funding**

(i) The provisions of this clause shall only apply in 2018, 2019, and 2020.

(ii) In order to allow Employees access to study leave, the Employer shall provide dedicated funding. The Employer shall provide an additional $40,000 (including on-costs) per annum for study leave over the life of the Agreement. Access to study leave and the expenditure shall be monitored by the CCC.

(f) In accordance with the Employer's study leave policy, the Employer aims to support Employees undertaking relevant study based on an annual applications and approval process. Preference to study leave shall be given to Employees:

(i) Successful in gaining an Employer funded scholarship;

(ii) Seeking recruitment to Higher Classification;

(iii) Seeking to gain appointment to a more complex setting at the DDSO 2 level;

(iv) Who provide evidence of active Professional Development Plans.

(g) While study leave application and approval include the criteria referred to in **clause 36.9(f)** such application and approval is not limited to those criteria. Accordingly, the Employer shall not unreasonably withhold approval for general applications for relevant study leave.

(h) **Employees aggrieved by decision**

(i) Any applicant for study leave who feels aggrieved by the Employer's decision with respect to that application shall have the right to appeal such a decision using the grievance procedure set down in this Agreement.

37. LONG SERVICE LEAVE

37.1 **Basic Entitlement.**

(a) For the purposes of this clause, recognised /continuous service includes service with the Department, the VPS and any successor Employers.

(b) An Employee is entitled to 495.6967 hours (three months) long service leave with pay for each period of ten years' paid full-time continuous service with the Employer.

(c) An Employee who is a part-time Employee for the purposes of **clause 15.5** is entitled to long service leave on a pro rata basis calculated on the actual number of ordinary hours worked.

(d) An Employee who is entitled to long service leave may take the whole or any part of that leave at half pay for a period equal to twice the period to which the Employee is so entitled.

37.2 **Accrual of Long Service Leave**

The Employer must retain accurate records of Employees working (hours) history and shall commence recording Employees' accrual of long service leave after an initial seven years of paid Continuous Service.

37.3 **Meaning of Continuous Service for casual Employees**

(a) For the purposes of this clause, a reference to Continuous Service in respect of a casual Employee has the same meaning as that set out in **section 62A** of the *Long Service Leave Act 1992* (Vic).

37.4 **Pro-rata access**

(a) An Employee is entitled to access their long service leave entitlement, on a pro-rata basis, after an initial seven years of paid Continuous Service.

37.5 **Payment of outstanding entitlement on termination**

(a) An Employee, who, upon retirement, resignation or termination of employment, has an outstanding long service leave entitlement will be entitled to an amount equal to the unused long service leave entitlement.

37.6 **Holidays During Leave**

(a) Where a Public Holiday occurs during a period of long service leave granted to an Employee, the Public Holiday is not to be regarded as part of the long service leave and the Employer will grant the Employee a day off in lieu.

37.7 **Pro-rata access - Special Circumstances**

(a) An Employee who has continuous service of between four years and seven years is entitled, or in the case of death is deemed to have been entitled, to a pro rata amount of long service leave with pay based on the Employee's eligible period of service if:

(i) on account of age or ill health:

(A) the Employee retires or is retired; or

(B) the employment of the Employee is terminated by the Employer; or

(ii) the employment of the Employee is terminated for any other reason except for serious misconduct or resignation by the Employee; or

(iii) the Employee dies.

37.8 **Period of Leave**

(a) An Employee who is entitled to take their long service leave will take the whole or any part of their entitlement at the current time fraction they work. For the avoidance of doubt, but subject to operational requirements, an Employee may take long service leave of one day.

(b) Despite **clause 37.8(a)** the Employer and the Employee may agree that the whole or any part of their entitlement can be taken at a different time fraction to that currently worked.

(c) After concluding their period of leave, the Employee will return to the time fraction they worked immediately prior to going on leave, unless otherwise agreed by the Employer and the Employee.

37.9 **Time of Taking Leave**

(a) The Employer shall have discretion as to the time of granting long service leave so that the workplace will not be unduly affected by the granting of such leave to numbers of Employees at or about the same time.

37.10 **Recognised Service**

(a) In this clause an "authority" means an authority, whether incorporated or not, that is constituted:

(i) by or under a law of a State, the Commonwealth or a Territory of Australia; and

(ii) for a public purpose.

(b) Subject to **clause 37.10(c)** the following will be recognised as service in the VPS for the purposes of long service leave ("**Recognised Service**"):

(i) any service with a State, Commonwealth or Territory of Australia Government Department or Public Service authority; or

(ii) any service with a public entity under the Public Administration Act 2004 (Vic); or

(iii) any service with a local governing body that is established by or under a law of Victoria.

(c) Notwithstanding the above, the Employer may recognise any service with:

(i) a public sector authority; or

(ii) a local governing body of the Commonwealth, a State other than Victoria or a Territory of Australia

(d) Service for the purpose of long service leave does not include any period of service:

(i) which preceded a continuous gap in approved Recognised Service of greater than twelve months other than:

(A) an absence of three years or less in the nature of retirement occasioned by disability; or

(B) an absence of two years or less which in the opinion of the Employer was caused by special circumstances; or

(ii) during any absence from duty on parental or adoption leave without pay; or

(iii) except to the extent (if any) authorised by the Employer, during any other absence on leave without pay; or

(iv) during any absence from duty when the Employee was in receipt of weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) or any corresponding previous enactment, other than the first twelve months of that period; or

(v) which followed the date on which a pension under the *State Superannuation Act 1988* (Vic) (or similar provision applying to Employees on the Employees of a declared authority) became payable by reason of retirement on the ground of disability, other than a period not exceeding twelve months during which a pension under **section 83A (1)** of that Act (or similar provision applying to Employees of a declared authority) was paid; or

(vi) from which the Employee was dismissed for disciplinary reasons.

(e) An Employee who has received a Targeted Separation Package from the VPS will, on re-employment with the Employer, VPS, have their prior service recognised, provided that this service does not precede a continuous gap in approved recognised service of greater than twelve months.

(f) An Employee who has received a Voluntary Departure Package from the Victorian Public Sector will not have their prior service recognised on re-employment in the VPS.

(g) An application for the recognition of prior service under this clause should be made within six months of an Employee's starting date with the Employer, VPS. The Employer will take reasonable steps within this period to ascertain from the Employee whether the Employee has prior service.

37.11 **Payment for Leave**

(a) In computing the pay of an Employee for or in lieu of long service leave, that pay includes:

(i) if the leave is granted with full pay - be computed in the same manner as if the Employee had remained on duty during that period; or

(ii) if the leave is granted at half pay - be computed at half the rate the Employee would have received had the leave been granted with full pay.

(iii) if the Employee is receiving salary maintenance, that salary maintenance; and

(iv) any additional payment payable for a temporary assignment where the assignment has continued for a period of at least twelve months before the commencement of the leave; and

(v) the qualifications allowances in **clause 24.8,** the commuted shift allowance in **clause 24.2**; and

(vi) any annual allowance payable to the Employee which the Employer determines should be included, but does not include:

(A) any payment of overtime; or

(B) any travelling or transport allowance; or

(C) any allowance in the nature of reimbursement of expenditure.

(vii) In addition to any other entitlement that applies, the pay to which a Part-time Employee, or a Full time Employee not in receipt of commuted allowance, is entitled for the period during which long service leave is granted shall include the average weekday, weekend and public holiday shift allowances paid during the actual time worked in the 3 months prior to the commencement of the long service leave (as calculated three weeks prior to the commencement of the long service leave) which the Employee would otherwise have been entitled to receive had the Employee not proceeded on Long Service Leave. This provision shall not apply to Long Service Leave paid on termination of employment.

38. PUBLIC HOLIDAYS

38.1 **Prescribed public holidays**

(a) Employees shall be entitled to holidays on the following declared or proclaimed days - New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day, Australia Day, Anzac Day, Queens' Birthday, Eight Hours Day or Labour Day; and Melbourne Cup Day or in lieu of Melbourne Cup Day some other day as determined in a particular locality.

38.2 **Substitute and additional days**

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

(b) When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.

(c) When New Year's Day is a Saturday or Sunday, an additional holiday shall be observed on the next Monday.

(d) When Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

38.3 **Other additional public holidays**

(a) Where public holidays are declared or prescribed on days other than those set out above, those days shall constitute additional holidays for the purpose of this Agreement.

38.4 **Alternative public holidays**

(a) The Employer, with the agreement of HACSU on behalf of the Employees, may substitute another day for any prescribed in this clause.

(b) The Employer and 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.

(c) An agreement pursuant to **clause 38.4(a)** shall be recorded in writing and be available to every affected Employee.

(d) HACSU shall be informed of an agreement pursuant to **clause 38.4(b)** and may within seven days refuse to accept it but will not unreasonably refuse to accept the agreement.

(e) If HACSU, pursuant to **clause 38.4(d)**, refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the Employer, the Employees and HACSU.

(f) If no resolution is achieved pursuant to **clause 38.4(e)** the Employer may apply to FWC for approval of the agreement reached with Employees. Such application must be made 14 or more days before the prescribed holiday. After giving the Employer and HACSU an opportunity to be heard, FWC will determine the application.

38.5 **Entitlements**

(a) An Employee who performs ordinary hours of duty on a public holiday:

(i) is entitled to the rate of pay prescribed in **clause 31.4(a)**, or

(ii) may elect to receive the alternative remuneration prescribed in **clause 29.6**.

(b) An Employee who performs overtime on a public holiday is entitled to the rate of pay prescribed in **clause 31.4(a).**

(c) Notwithstanding **clause 38.3** hereof, an Employee, other than a casual Employee, who works on Christmas Day and/or Boxing Day and/or New Year's Day, shall be:

(i) paid at the appropriate holiday rate as provided in the agreement at **clause 29.5**; and

(ii) if such an Employee also works on the substitute day or days, he or she shall be paid at the normal rate of work of this day or these days.

(d) If the Employee works on the substituted day and not the declared public holiday, the Employee shall receive Agreement public holiday entitlements for working the substituted day. The Employee shall only receive the benefit for either the declared public holiday or the substituted day contingent upon the day worked.

(e) In addition to the benefits referred to in **clause 38.5(c)** and **clause 38.5(d)** hereof, an Employee who works on Christmas Day shall receive a loading of one half of an ordinary day's salary.

(f) A rostered Employee who is rostered off duty on a public holiday shall receive substituted leave for that holiday.

38.6 **Rostered days off on public holidays**

(a) An Employee whose rostered day off falls on a holiday observed in accordance with this Agreement shall be granted one day's leave in lieu of such holiday.

39. SUBSTITUTED LEAVE

39.1 Employees who as at 30 June 2018 were Employees of the Department and had an entitlement to substituted leave shall continue to receive substituted leave in accordance with the following. Employees engaged after 30 June 2018 are not entitled to substituted leave:

39.2 Where the nature of the employment of an Employee does not permit the observance of public holidays as they occur, such Employee shall be entitled to substituted leave. An Employee will receive substituted leave for the number of public holidays in any given year in lieu of taking the public holiday when it falls due and regardless of whether the Employee works on the public holiday or not, provided that, for a part-time worker, payment for a public holiday granted as a day's leave shall be made only in respect of those public holidays on which a part-time worker would have worked had there been no public holiday.

39.3 Leave of absence for substituted leave in lieu of public holidays shall be granted by the Employer in accordance with the provisions of this Agreement at such times as are convenient to the needs of the Employer.

39.4 The Employer may direct an Employee to take any leave of absence for substituted leave to which an Employee is entitled at such times as is convenient to the needs of the Employer, but as far as practicable the wishes of the Employee concerned shall be taken into consideration when fixing the time for the taking of the leave.

39.5 Notwithstanding the above, Employees shall, on a regular basis be given the opportunity to nominate their preferred days for taking their substituted leave.

39.6 The Employer shall make all reasonable efforts to accommodate such requests and shall not unreasonably withhold such requests.

39.7 Every Employee shall be granted and shall take the leave of absence for substituted leave to which the Employee is entitled in respect of any calendar years' service not later than 31 December next following the year in which the entitlement accrues. Any leave of absence for substituted leave not taken by that date shall be taken at the direction of the Employer after consulting with the Employee as to their preferred times for taking such leave. The Employer shall make all reasonable efforts to accommodate such requests and shall not unreasonably withhold such requests.

39.8 Notwithstanding the above, where it has been established to the satisfaction of the Employer that exceptional circumstances exist approval may be granted for any Employee to retain the entitlement to leave beyond the limit described above.

39.9 **Payment of accrued substituted leave**

(a) An Employee who, upon retirement, resignation, dismissal or termination of services or employment, has accrued substituted leave must be paid in lieu of such leave of absence.

(b) Each day of substituted leave will be paid out at 7.6 hours per unused day because a full-time Employee is paid an annualised salary of 76 hours per fortnight.

(c) All Employees, particularly those who are rostered to work more than 7.6 hours per day, are encouraged to take substituted leave before the circumstances in **clause 39.9** apply. The Employer will not unreasonably refuse any request by an Employee to take substituted leave where this clause applies.

40. ADDITIONAL LEAVE FOR EMPLOYEES ON-CALL

40.1 An Employee who is on-call under **clause 24.16** for 35 or more nights within a year shall accrue an additional two days' leave per year for each year so worked. This additional leave must be taken as two single (i.e. non-consecutive) days prior to further accrual and do not attract backfill. The additional days will not be taken in conjunction with other forms of leave.

PART 7 – TRANSFERS AND RELOCATION

41. COLANDA CLOSURE ARRANGEMENTS

41.1 The Colanda Closure arrangements are dealt with in **Schedule E**.

42. TRANSFER AND REDEPLOYMENT

42.1 **Transfer**

(a) An ongoing Employee may only be transferred to a position the salary or wage for which is less than that for which he or she holds office where:

(i) the ongoing Employee has requested to be transferred to that position or the Employer and the Employee agree; or

(ii) the transfer is made pursuant to the discipline procedures established by **Schedule C** of this Agreement.

42.2 **Transfer to alternative workplace**

Where the Employer decides for a bona fide reason that it is necessary to transfer an Employee to an alternative workplace the Employer must provide the Employee with the rationale for the transfer and consult. Consideration must be given to the Employee's family circumstances, prior geographic location, skills and experience and regular shift patterns. Every endeavour must be made to avoid any disadvantage with respect to total remuneration inclusive of allowances and penalties.

42.3 **Redeployment**

(a) An ongoing Employee whose role is or will be surplus to requirements will be redeployed in accordance with these clauses.

(b) An Employee must be notified in writing of:

(i) The date the Employees role is role is impacted.

(ii) Details of the redeployment process

(iii) Details of reasonable support in accordance with **clause 42.3(e)**, and

(iv) The Employees rights and obligations.

(c) The redeployment period shall be no less than thirteen weeks from the date of commencement of the redeployment process.

(d) The redeployment process is to be consistent with the application of the principles of fair and reasonable treatment and merit selection where two or more redeployees are seeking placement to the same position.

(e) The Employer must provide Employees whose position is or will be surplus with support and assistance which will include where relevant;

(i) Individualised case management, counselling and support,

(ii) Retraining

(iii) Preparation of job applications and interview coaching

(iv) Paid time off to attend job interviews; and

(v) Funding of independent financial consultation for Employees who are to receive a separation package.

(f) Redeployees must actively participate and cooperate in the redeployment process.

(g) Redeployees have priority preference to be placed in vacancies across the operations of the Employer unless the redeployee is determined as unsuitable due to qualification or experience that cannot be rectified within a reasonable period through retraining and support.

(h) Redeployees will have priority preferential access (and shall have a choice of all available positions where more than one such position is available).

(i) In determining a suitable redeployment position the Employer will have regard to the following:

(i) the qualifications/experience of the redeployee;

(ii) the training/retraining requirements of the position;

(iii) the current salary range of the redeployee;

(iv) geographic location including total travel time; and

(v) any other relevant considerations.

(j) An Employee may be redeployed to a position the salary or wage for which is less than that for which he or she holds where the Employer is satisfied that:

(i) there is no available vacant position which is equivalent to the Employee's former position; and

(ii) the nature of the position to which the Employee is to be redeployed is as close as possible to that of the Employee's former position; and

(iii) the Employee, while holding the position to which he or she is to be redeployed, will receive a remuneration which is not less than the remuneration applicable to the Employee's former position consistent with 40.3.

(k) An Employee awaiting redeployment may be assigned temporary alternative duties within the same geographic area. Such temporary duties shall be in accordance with the Employee’s professional skills, knowledge and experience.

(l) Unplaced surplus Employees will have access to redundancy packages as an action of last resort where redeployment within a reasonable period does not appear likely.

(m) Redundancy packages for the purposes of this agreement will be the packages contained in Victorian Government Public Sector Industrial Relations Policies 2015. An Employee who does not actively participate in the redeployment process or who fails to accept a suitable offer of employment may be ineligible for a redundancy package.

(n) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of the notice for the purpose of seeking employment.

42.4 **Salary Maintenance**

(a) An ongoing Employee who is redeployed, or an Employee with not less than 5 years continuous service who is redeployed, must be paid:

(i) on an ongoing basis, a salary not less than the Employee would have been paid in the Employee's position prior to the re-deployment, as adjusted from time to time in accordance with salary increases under this Agreement and adjusted to reflect each incremental step through the former classification on the anniversary of each increment; and

(ii) for a period of 12 months from the date of redeployment, a total emolument which is not less than the salary payable immediately prior to the date of transfer and the all purpose allowances paid to the ongoing Employee or Employee over the preceding 12 months.

(b) For the purposes of this clause "all purpose allowances" means any allowance (other than a higher duties allowance) which an ongoing Employee or Employee would have been entitled to be paid whilst on recreation leave and shift allowances paid to the ongoing Employee or Employee during the 12 months immediately preceding the day of transfer.

42.5 **Permanent relocation of usual place of work (Formerly Disturbance allowance)**

(a) Subject to **clause 42.5(c)** below, an Employee who is required by the Employer to travel to a new work location as a result of transfer or redeployment, will be paid a once only allowance in compensation for all disturbance factors arising from transfer or redeployment not otherwise provided for in this Agreement. The payments will be as follows:

Date of Effect	Payment
1 July 2018	$1,261
1 July 2019	$1,305
1 July 2020	$1,351
1 July 2021	$1,398
1 July 2022	$1,440
1 July 2023	$1,483
1 July 2024	$1,528
1 July 2025	$1,574

(b) The allowance(s) will be paid on the following basis:

(i) an allowance in accordance with **clause 42.4(a)** for the first 30 minutes of additional total daily travel time required or 30 kilometres additional daily distance or part thereof; and

(ii) a further equivalent allowance in accordance with **clause 42.4(a)** for each additional 30 minutes or 30 kilometres or part thereof.

(c) No allowance will be paid where the total additional distance to be travelled is ten kilometres or under.

PART 8 – OCCUPATIONAL HEALTH AND SAFETY

43. OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION

43.1 Objectives

(a) This Agreement acknowledges and supports the rights of Employees to work in an environment, which is, so far as is reasonably practicable, safe and without risks to health. The parties acknowledge that a new effort needs to be made to address the significant occupational health and safety (OH&S) issues within Disability Services. The parties are committed to the promotion of a joint and united approach to consultation and resolution of OH&S issues. The provisions of this Agreement shall operate in conjunction with the *Occupational Health and Safety Act 2004* (Vic).

(b) The agreement commits the parties to improving health and safety with a view to improving workplace efficiency and productivity. This will be accomplished through the ongoing development, in consultation with Employees and their representatives, of management systems and procedures designed to, so far as is practicable:

(i) identify, assess and control workplace hazards;

(ii) reduce the incidence and cost of occupational injury and illness;

(iii) identify and appropriately manage work and management practices which may impact on OH&S;

(iv) provide a rehabilitation system for workers affected by occupational injury or illness; and

(v) consider the impact of changes to work practices and staffing on occupational health and safety.

(c) Subject to the legislative provisions, and with particular reference to **section 25** and **section 74** of the *Occupational Health and Safety Act 2004* (Vic) (OH&S Act) Employees have the right-to cease work where there is an immediate risk to health and safety and their elected Occupational Health and Safety Representatives' (HSR) right to advise them to do so.

(d) OH&S statutory requirements, including regulations and codes of practice, are minimum standards and will be improved upon where reasonably practicable.

43.2 OH&S consultation

(a) The parties to this agreement are committed to establishing and maintaining effective OH&S consultative arrangements which are aimed at establishing best practice OHS risk management and prevention.

(b) At the central level the Employer will maintain a consultative forum on OH&S, which will have HACSU and Employer representation. This forum will provide for the parties to this Agreement to:

(i) consider and advise the Employer on OH&S issues impacting of workforce and service delivery;

(ii) review statistical reports (including reports on occupational violence) and other relevant information including changes to statutory requirements, and identify priorities for the development of OH&S programs, policies, procedures, training and information;

(iii) establish standards for OH&S consultative processes across the Employers operations. These standards will cover processes for the cooperative

establishment and implementation of designated work groups where not already in place, election processes for health and safety representatives, effective operation of organisational OH&S committees and issue resolution processes.

(iv) Review progress on identified occupational health and safety priority activities including occupational violence.

(v) The central OH&S consultative committee will meet at least quarterly in each year.

(c) Localised OH&S Committees will be established and maintained by the Employer where they operate area or regionalised services to address local OH&S issues, such mechanisms will:

(i) Be established in consultation with Employees and HACSU.

(ii) Meet at least quarterly and will facilitate cooperation between the Employer and Employees on health and safety issues including the development, implementation and review of OH&S policy and procedures, analysis of the injury/incident trends and workers' compensation performance and review of accident/dangerous occurrence reports together with reports on preventative action taken.

(iii) The OH&S committees will consist of equal numbers of Employer representatives and elected health and Safety Representatives unless otherwise agreed.

(iv) Agendas will be set through consultation with elected OH&S representatives.

(v) The Employer will provide executive support to committees.

(vi) The chairing of meetings should be by consensus between the Employer and representatives on an agreed basis.

(vii) HACSU workplace representatives have a legitimate interest in OH&S issues and can attend local OH&S committee meetings (by giving notice) from time to time to raise issues and participate.

(viii) The committees shall ensure an appropriate focus on disability services and in particular, the issue of occupational violence, manual handling and slips, trips and falls.

43.3 **Designated Work Groups**

(a) Generally one group home will constitute a Designated Work Group (DWG). Alternative arrangements can also be entered in to in accordance with the provisions of the Occupational Health and Safety Act 2004.

(b) Elections for Health and Safety Representatives will be conducted in accordance with the OHS Act and/or regulations.

(c) HACSU will be notified of vacancies and when elections for Health and Safety Representatives in DWGs covered by this agreement are to be conducted.

43.4 **Facilities and Support for Health and Safety Representatives**

(a) 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 regularly inspecting

workplaces, consulting with Employees in their DWG's, OH&S representatives and other persons involved in the organising of Employees health, safety and welfare.

(b) Each OH&S representative will be provided with access to the Employer's email system and an individualised email address.

(c) The Employer will post and maintain in each workplace a current list of elected health and Safety Representatives for each identified DWG including the names and contact (including email and telephone) details of each HSR. Such circular shall be required to be posted on a notice board for the regular attention of all Employees working in the workplace.

(d) To monitor the maintenance of effective OH&S structures and training delivery the Employer is required to establish and maintain a register of DWGs and their Health and Safety Representatives. A copy of the updated register will be provided periodically (quarterly) in electronic format to HACSU and will as a minimum contain the following information.

(i) A description of each **DWG** within each area and/or facility,

(ii) The name of each elected Health and Safety Representative their workplace contact details and email address.

(iii) The date the OH&S representative was elected.

(iv) A description of the training the OH&S representative has attended and the date of attendance.

(v) The name and contact details of the nominated Employer representative responsible for each **DWG**.

(vi) Details of the structure of OH&S committees, their meeting frequency and the name and contact details of the committee convener.

43.5 **OH&S Training for Health and Safety Representatives.**

(a) The Employer will provide paid time for Health and Safety Representatives to attend Victorian Workcover Authority (VWA) approved Health and Safety Representative training from an agreed VWA-accredited provider of their choice with such pay as he or she would otherwise be entitled to receive from the Employer for work during that period and not otherwise be disadvantaged.

(b) Preferred provider arrangements may be established in consultation with HACSU to ensure Health and Safety Representative training includes risk management information appropriate to the OH&S risks and hazards experienced in the disability sector.

(i) The initial five-day VWA - approved Health and Safety Representative training and the subsequent annual one-day refresher training will be provided at the expense of the Employer.

(ii) Any reasonable additional costs, such as parking or travel costs, will be reimbursed by the Employer.

(c) Workplace training programs, including induction and on-the-job training will outline relevant details of OH&S policies and procedures. The central Occupational Health and Safety Committee will undertake ongoing review of training needs and delivery throughout the life of this Agreement.

(d) Occupational Health and Safety management training programs will outline the OH&S roles and responsibilities of managers and supervisors, OH&S policies and procedures, particular hazards associated with their workplaces, control measures

applicable to each hazard, and how to utilise OH&S systems to identify hazards and instigate preventative action.

43.6 **OH&S program**

(a) The Employer will institute and maintain procedures for collecting information on the nature of hazards and incidence of injury which includes:

(i) an internal system for reporting, recording, and investigating incidents, injuries and illness;

(ii) the routine analysis of injury/illness/incident data; and

(iii) routine reports on key OH&S performance indicators (lost time trends, injury frequency rate trends, cost and severity measures, and estimation of indirect costs).

(b) A system of regular workplace inspections and regular hazard audits of work areas and work practices that include reference to relevant legislation, standards and codes of practices shall be instituted at the workplace. These will be carried out with the involvement of the relevant HSR.

(c) Records of workplace inspections will be maintained by the Employer and made available to the OH&S committee.

(d) A scheduled maintenance program for plant and equipment which includes requirements of relevant OH&S legislation, standards and codes of practice shall be maintained in consultation with the OH&S Committee.

(e) The Employer will ensure that elected OH&S representatives are provided with adequate paid time and facilities in order to fulfil their functions under the OH&S Act.

(f) The Employer will take prompt action to deal with any OH&S problems, including incidents of violence in the workplace.

(g) Backfill will be provided for HSRs when they are required to be absent from duty to undertake their OH&S functions where appropriate.

(h) The Employer commits to providing necessary protective clothing and equipment to Employees, including infection control protection and the supply of waterproof aprons and footwear or waterproof shoe covers to Employees who assist clients with showering.

43.7 **Occupational rehabilitation**

(a) The parties to this Agreement are committed to an early intervention rehabilitation strategy which leads to a safe and timely return to work. Rehabilitation assistance shall begin as soon as the injury is reported and in accordance with **Schedule D** of this Agreement.

43.8 **Client relocation/placement**

(a) To enhance quality and stable placement and prior to a client/resident's entry, exit or relocation into a service, the Employer will consult with Employees and provide Employees with all appropriate client/resident information in a timely manner to ensure:

(i) All required documentation, including support plans and behaviour management plans are developed, to meet the support needs of the client / resident; and,

(ii) Employees are adequately prepared to receive new clients /residents; and,

(iii) Proper consideration is given to all identified OHS risks and action is taken to mitigate those risks; and,

(iv) Rostered hours are adequate and the skill-mix of Employees is appropriate to meet the needs of all clients/residents.

43.9 **Occupational Violence**

(a) The parties to this Agreement are committed to reducing occupational violence and aggression so far as is practicable in the workplace.

(b) The Employer will require that the Code *of Practice for the Prevention and Management of Occupational Violence in Disability Services* (Code) or its successor, is mandated and enforced as policy and all Employees, including management, are trained with respect to the Code. The Employer undertakes to jointly monitor implementation progress with HACSU via processes agreed between the parties.

(c) The Employer and HACSU agree to review the Code and the review will be completed by 30 November 2018.

(d) The Employer will ensure that their responsible management fully implement the Code into each area of service delivery and will monitor such implementation through the OHS consultative arrangements in **clause 43.2**.

(e) The Employer will provide training to Employees in the management and prevention of occupational violence; in addition to the ongoing training requirement, the Employer will provide induction training and briefing to new Employees supporting individuals who have behaviours of concern.

(f) The Employers occupational violence training program is to be reviewed every two years through the central OHS consultative arrangements in **clause 43.2** to determine if its adequacy and amended if required.

(g) **Reporting**

(i) To ensure appropriate monitoring of instances of workplace violence, the Employer must publish to the Union and OH&S consultative committees a quarterly workplace violence report containing the following:

(A) The overall number of reported incidents of workplace violence;

(B) The number of incidents that have resulted in injury to Employees;

(C) The actions taken to mitigate risk to Employees.

(h) **Occupational Violence Incident Reporting, Investigation, Prevention and Support**

(i) The Employer will facilitate timely reporting of incidents by Employees, and ensure Employees who report incidents are appropriately supported.

(ii) Following an incident, the Employee(s) will inform the Employer as soon as reasonably practicable of any occupational violence that they have experienced or witnessed.

(iii) Following an incident, the Employer as far as reasonably practicable will:

(A) take action to prevent further injury to Employees,

(B) conduct an incident investigation and implement controls to prevent the incident recurring, and

(C) offer all Employees exposed to occupational violence with support which may include a combination of manager support, psychological counselling, individual or group support and other support by appropriately trained professionals which may include support by properly trained professionals.

(D) provide information regarding the Employee's rights as relevant including the making a workers compensation claim or reporting to relevant authorities.

(E) Allow Employees who require time off work to provide reports and statements relating to occupational violence to relevant authorities without loss of pay.

(iv) The Employer shall provide information, instruction and training to Employees and management staff regarding the importance of timely reporting, procedures regarding incident reporting, and linking this to incident investigation and prevention.

43.10 **Employee support following a critical incident**

(a) The Employer will support Employees who have experienced a "critical incident" at work. The Employer is committed to the facilitation of the recovery of Employees experiencing distress following a critical incident with the aim of returning Employees to their pre-incident level of functioning as soon as possible.

(b) The Employer will offer Employees access to appropriate, timely psychological support in response to a critical incident, the components will include the following.

(i) **Psychological First Aid** – this can be provided immediately following a critical incident. It is designed to reduce initial distress, meet current needs and promote flexible coping mechanisms. Psychological First Aid is delivered by suitably skilled persons including, Supervisors, Managers, other workers and the Employers Employee Assistance Program.

(ii) **Professional counselling and psychological support services** – the Employer's Employee Assistance Program provides appropriately trained counsellors who can provide individual counselling and psychological support. The Employee Assistance Program provides more intensive support and monitoring where an Employee cannot or chooses not to obtain support from within the department. Employees can access the Employee Assistance Program 24 hours per day, seven days per week.

(iii) **Group information and support sessions** provide Employees with self-care strategies and information regarding the indicators that may identify an individual as requiring additional and expert psychological support.

(c) Participation in psychological support will be on a voluntary basis and shall be kept separate to any investigation of the incident. Psychological support shall:

(i) focus on support of the individual involved in the incident;

(ii) be non-judgmental;

(iii) be strictly confidential;

(iv) not involve investigation and criticism; and

(v) not be used for discipline and performance management measures.

(d) Employees will have access to a variety of psychological supports that can be activated immediately following a critical incident. The Employer will work with the Employee to identify the most appropriate support based on the need of the individual.

(e) Notwithstanding the provisions of this clause Employees who are involved in a critical incident will be contacted within 24 hours of notification to the department to discuss support service requirements so as to facilitate access to the appropriate support.

(f) The support program will be subject to ongoing review and continuous improvement through the central OHS consultative arrangements in **clause 43.2**.

43.11 OH&S expertise

(a) There will be persons within regions and congregate care facilities who are suitably qualified in relation to occupational health and safety and are able to provide advice to the Employer and carry out action prevention initiatives at the workplace in relation to the health and safety of the Employees of the Employer.

44. ACCIDENT MAKE UP PAY

44.1 An Employee who is absent as a result of sustaining an injury for which liability to be paid weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) or the *Workers' Compensation Act 1958* (Vic) (or any successors to those Acts) is accepted must be granted leave with pay, less the amount of weekly compensation.

44.2 **Leave when payment of salary ceases**

(a) Leave with pay under this clause ceases and the Employee must be granted leave without pay, if:

(i) the Employee is paid a disability benefit under the *State Superannuation Act 1988* (Vic) or under a similar provision in any other Act which requires the Employer to contribute; or

(ii) the Employee has been absent from duty for a continuous period of 52 weeks or an aggregate period of 261 working days, unless extended by the Employer.

44.3 **No entitlement to recreation leave or sick leave whilst on leave**

(a) An Employee granted leave without pay under this clause does not accrue any right, benefit or entitlement under these clauses and must not be granted recreation leave or sick leave for so long as the Employee receives weekly compensation.

44.4 **Cessation of entitlements**

(a) An Employee whose employment is terminated during leave granted under this clause must be paid in accordance with **clause 44.2** as if leave with pay had continued provided that payment must cease when:

(i) the period of leave expires; or

(ii) the term of employment would have expired if employment had not been terminated; or

(iii) in the case of an ongoing Employee, on the day the person ceases to be an ongoing Employee; whichever first occurs.

(b) An Employee who has been granted leave under this clause must immediately notify the Employer in writing of any claim for civil damages instituted in connection with the injury for which leave has been granted.

(c) If an Employee who has been granted leave under this clause obtains a judgement or a settlement of a claim for civil damages in connection with the injury for which leave has been granted, the ongoing Employee or fixed term Employee must repay any payments made under this clause to the extent of the amount awarded under the judgement or settlement in the nature of compensation for loss of earnings.

44.5 **Payment of commuted shift allowance**

(a) Employees eligible for the commuted allowance, while on leave with pay under this clause, shall continue to receive commuted allowance up to a maximum period of 26 weeks or aggregate period of 131 days from the date of injury.

PART 9 – ANCILLARY MATTERS

45. IMPLEMENTATION OF THE AGREEMENT

The implementation of this Agreement shall be monitored via the Working Party established under **clause 11.25** and the CCC under **clause 14.5**.

Disputed matters will be dealt with under **clause 13**.

46. SIGNATORIES

SIGNED for and on behalf of the
Health Services Union (located at 7 Grattan Street, Carlton in the State of Victoria)
by its authorised officer as authorised representative for Employees covered by the Agreement in the presence of:

Signature

Witness

PAUL HEALEY.
Name (print)

Elisa Dickenson
Name of Witness

1.6.18.
Dated:

SIGNED for and on behalf of the
State of Victoria, Department of Health and Human Services (located at 50 Lonsdale Street, Melbourne in the State of Victoria)
by its authorised officer in the presence of:

Signature

Witness

KYM PEAKE
Name (print)

JESE MADDISON
Name of Witness

4.6.18
Dated:

SCHEDULE A CLASSIFICATION STANDARDS

DIRECT CARE

Disability Development and Support Officer (DDSO)

- Group Standard
- Level 1/1Q
- Level 2/2A
- Level 3/3A
- Level 4
- Level 5
- Level 6
- Level 7
- Level 8
- Level 9

NON DIRECT CARE

Facility Services Officer (FSO)

- Group Standard
- Level 1
- Level 2
- Level 3
- Level 4
- Level 5

Tradesperson Structure (TA)

- Group Standard
- Level 1
- Level 2
- Level 3
- Level 4

Table A DDSO Classification Structure and Indicative Roles

DDSO Level	Accommodation Services	Outreach Services	Intake/Response Case Management	Education, Training and Practice Leadership
Level 1 Untrained	Disability Support Worker Trainee			
Level 1Q Cert IV	Disability Support Worker Entry Level			Day Program Support Worker Entry Level
Level 2 Cert IV	Senior Disability Support Worker	Outreach Worker Trainee Level		Senior Day Program Support Worker
Level 2A Advanced Diploma (or equivalent)	Advanced Disability Support Worker	Outreach Worker Entry Level	Intake & Response Worker / Case Manager Entry Level	Psycho- Educational Trainers
Level 3 Cert IV	House Supervisor			Trainer Day Program Manager
Level 3A Advanced Diploma (or equivalent)	Deputy Unit Manager House Supervisor (complex)	Independent Outreach Worker	Independent Intake & Response Worker / Case Manager	Day Program Manager Trainer
Level 4 Advanced Diploma (or equivalent)	Unit Manager Team Manager(cluster)	Outreach Team Leader / Senior Outreach Worker	Team Leader Senior Case Manager Sole Rural Practitioner	Practice Leader Day Program Coordinator Skills Trainer
Level 5 Advanced Diploma (or equivalent)	Program Advisor Night Supervisor Area Manager	Manager	Manager	Senior Practice Leader Specialist Skills Trainer
Level 6 Advanced Diploma (or equivalent)	Principle Program Advisor Senior Manager Accommodation Services Senior Manager, Residential Services Night Supervisor 2	Senior Manager	Senior Manager	Principle Practice Leader Regional/Divisional Training Coordinator
Level 7 Advanced Diploma (or equivalent)	Senior Manager of Direct Residential, Community or Specialist Services			

Level 8 **Advanced Diploma (or equivalent)**	Senior Manager More Complex Residential, Community or Specialist Services
Level 9 **Advanced Diploma (or equivalent)**	Principle Disability Development and Support Advisor

Competency Based Structure

The objective of the classification structure is to provide a competent and trained workforce that delivers appropriate standards of care and support to enhance the lives of people with a disability. It is considered that the required competencies should align with national competency standards for disability support workers and supervisors as outlined in the Community Services Training Package (**CSTP**).

The **Certificate IV in Disability CHC43115** [or equivalent] is the appropriate level of competency for direct support workers working in group homes. The **Advanced Diploma of Disability** CHC60112 (now no longer offered), or an equivalent qualification or level of practical experience is the accepted level of competency for some supervisors and / or higher complex needs positions, management roles and senior workers.

New entrants who are unqualified will be required to gain the mandatory Certificate IV in Disability qualification through structured on and off the job learning as part of a traineeship scheme. Trainees will progress to the attainment of Certificate IV in Disability Work under a structured employment based training program, which will be determined and monitored by the Central Training Consultative and Implementation Committee.

Senior management and some supervisory positions and those positions providing specialist direct care services require either:

(a) The **Advanced Diploma of Disability (or equivalent qualification / experience)**;

(b) The **Bachelor of Applied Science (Intellectual Disability)**;

(c) Other relevant tertiary qualifications considered to be equivalent; or

(d) Are registered or eligible to be registered as a Mental Retardation Nurse.

These competencies provide the range of knowledge and skills required to support people with a disability and to enhance their ability to achieve greater levels of independence, self-reliance and community participation. Further, these qualifications are regularly reviewed to ensure the competencies/skill sets they cover respond to changing legislative requirements and service models; support client's choice; inform inclusion and active participation and prepare Employees to support clients with complex support needs.

The Disability Development and Support Officer (**DDSO**) classification will be deployed in a range of settings, covering:

(a) The full range of residential services, including Congregate Care facilities, Group Homes and respite services;

(b) Therapy programs;

(c) Outreach services; and

(d) Client services teams.

The breadth of duties include~~s~~:

(a) Provision of care and support in all aspects of client's lives.

(b) Development and implementation of plans;

(c) Teaching independent living skills to clients;

(d) Client advocacy;

(e) Liaison with community groups; and

(f) Provision of therapeutic programs under the direct or (at senior levels) general supervision of professional Employees.

Trainee Program

The trainee program will apply to DDSO1's.

Entry positions at this level will work within established routines, practices and procedures and under routine direction or supervision. Routine supervision means Employees receive instruction on job requirements, procedures and methods to be used in new or unusual tasks and situations. Work is subject to progress checking.

Over time, as the Trainee's competencies increase to allow the application of knowledge with depth in some areas and a broad range of skills generally, trainees should eventually gain the ability to undertake an increased range of tasks in a variety of contexts with some complexity in the extent and choice of action required. Relevant to the role trainees will use an increased use of judgement and discretion in achieving work outcomes. The trainee program will be determined through the Central Consultative Committee (CCC) and be monitored through individual Employee training plans.

The point of entry for Employees appointed to Level 1 shall be at the point at which they meet the criteria for either year 1 to 5. Where an Employee possesses a **Certificate IV in Disability** or equivalent they shall be appointed to no less than 'Qualified year 1'.

The only instance that the trainee entry program will apply beyond a DDSO1 classification is within an Outreach Team at the DDSO2 level. In such instances the trainee program will be time limited during which the Employer has made a commitment to fund an Employee at the DDSO2 classification to achieve the Advanced Diploma in Disability. Upon completion of the Advanced Diploma in Disability they will progress to DDSO2A classification level.

Translation to higher classification (Re-Classification)

An Employee who translates from an existing classification level to a higher level in the structure will translate to the next highest 'salary' point. Provided that where an existing Employee is in receipt of a qualification allowance that will not apply after translation due to the qualification being mandatory for the translated classification (i.e. DDSO 2 with Advanced Dip - 6% Qual Allowance translating to DDSO2A) the *'Total Current Salary'* for the purposes of translation shall mean the level/increment salary plus the amount of the qualification allowance.

Interim arrangements for Employees who do not possess the mandatory qualification

The mandatory qualification for a DDSO working in Case Management, Intake/Response and Outreach is the Advanced Diploma in Disability (or equivalent qualification / experience).

Disability Development and Support Officer (DDSO)

Group Standard:

The Disability Development and Support Officer (DDSO) classification provides direct care and support to people living with disabilities to enhance their capacity to achieve their full potential, across their lifecycle and in all domains of life and to enable access to a quality life with dignity, respect and social inclusion in the least restrictive environment.

The support provided, planned and managed by DDSO staff is directed by the people receiving the support, to the extent that they are able, and is consistent with a rights-based approach. This approach is supported by Victoria legislation requiring every client to have a support plan outlining the overall goals of any support provided.

The balance of work and typical duties from DDSO Level 1 to DDSO Level 9 moves through:

- direct support and information provision for people with disabilities, within their home, day placement and community, to enhance participation in a range of life areas (including social, recreational and daily living activities) based on support plan goals and ensuring people can make active choices about their lives;
- practice leadership and support planning for individuals and/or families with more complex and demanding circumstances and needs;
- management, planning, quality improvement and setting strategic directions for disability services.

Advancement through DDSO levels can occur through independent practice and practice leadership streams or alternatively through management streams (as indicated in Table A).

All qualified DDSO levels require a contemporary understanding of disability and related professional or legal frameworks such as the Charter of Human Rights, the National Disability Standards and knowledge of relevant Occupational Health and Safety requirements. All DDSO levels require an ability to use or implement relevant departmental systems and processes, relevant to their role.

The DDSO Classification Standards

The DDSO Classification Standards describe the nature of work and level of responsibility undertaken by staff at each DDSO level. The standards enable identification of an appropriate classification for different disability service positions and are used to inform recruitment, deployment and remuneration.

The roles performed by each DDSO level are indicated in six level descriptors presented in the following format.

Level #: DDSO #

ROLE PERFORMED	
Purpose of the role	This section outlines the general contribution made by DDSO staff towards services for people with a disability and the desired outcomes.
Organisational relationship	This section outlines the extent of authority, organisational setting (whether in a team or independent) and a range of potential positions each level may hold.
Level of autonomy and decision making	This section outlines the level of guidance provided for decision making and related level of accountability, judgement and reasoning.
Typical duties:	This section has three subsections that indicate the range of tasks DDSO staff may perform. Positions will <u>not</u> necessarily perform all duties indicated.
▪ ***Client support***	e.g. typical roles staff may play in supporting people with disabilities.
▪ ***Administration***	e.g. typical roles staff may play in supporting the administration (management and business processes) of the service.
▪ ***Collaboration***	e.g. typical ways of working and key relationships.
REQUIREMENTS	
Skills and knowledge	This section outlines the knowledge, skill and experience required.
Qualifications and training	This section outlines minimum qualification and training requirements.

Distinctions within levels

Category:	*1* *2* *3*	DDSO Levels 1, 2 and 3 have distinctions within the level as indicated through standalone grades at DDSO1Q, DDSO2A and DDSO3A. The descriptors provided within the level 1, 2 or 3 boxes also apply to 1Q, 2A or 3A classifications respectively.
	1Q *2A* *3A*	The descriptors provided in the level 1Q, 2A or 3A boxes do not apply to levels 1, 2 and 3.

Level 1: DDSO 1 and DDSO 1Q

ROLE PERFORMED		
Purpose of the role	Directly provide support for people with disabilities, across their lifecycle and in all domains of life to enable access to a quality life with dignity, respect and social inclusion in the least restrictive environment. DDSO's at this level work in group homes, respite or residential facility, providing a range of support to residents that may include: personal care, health, exercise and diet, daily household activities and community experiences.	
Organisational relationship	*1*	Work as part of a direct support team under day to day supervision. 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.
	1Q	Provide support for unqualified personnel when the senior worker is not on shift.
Level of autonomy and decision making	*1*	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. Identify learning and career development opportunities with supervisor. Under the direction of a more senior officer in a supervisory position or other professional Employees, positions at this level provide a range of support to clients according to established procedures, specific guidelines and standard instructions. Under supervision provide an agreed level of care and activities to enhance client's quality of life and following established protocols, processes and procedures. General direction or supervision means Employees receive general instruction covering the broader aspects of the work.
	IQ	Uses 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. Undertakes planning with the 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.
Typical duties:		
▪ ***Client support***	*1*	Directly support client wellbeing, including support with daily 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. Understand client need, preferences and interests (including through

Level 1: DDSO 1 and DDSO 1Q

		client-directions and client records).
		Implement a range of client support plans as required, that relate to aspects of clients lives and may include: diet, behavioural needs, community access, self-advocacy.
		Under the general direction of senior Employees implement a range of client support plans.
	1Q	Administer medication treatments and therapies according to prescribed protocols and otherwise seek appropriate medical assistance.
		Provide feedback on clients based on observation of behaviour.
		Record client data and report observations based on knowledge of disability.
		In line with department policies and guidelines develop planned activities.
		Develop support plans, with oversight from senior staff, using knowledge of client need, preferences and interests (including through client-directions and client records).
		Implement a range of client support plans.
		Have input into the monitoring and review of those plans.
		Work towards establishing links with community resources, facilitating inclusion of clients into the community.
		Advocate on behalf of clients for increase access to, and inclusion in, community and recreational services, within area of responsibility.
▪ ***Administration***	*1*	Provide information and report through standard methods, including recording charts and complete routine tasks using information technology.
	1Q	Contribute to the day-to-day running of the group home and help maintain service accounts (e.g. household accounts).
		Contribute to developing programs for clients and to longer term house development, and contribute to the development of clients' support plans in consultation with more senior staff.
		Generate monthly Keyworker reports.
▪ ***Collaboration***	*1*	Respond to clients and their families, and other people in the lives of clients.
		Provide information to colleagues on routine matters relating to client needs and general house matters.
	1Q	Share observations relating to work process improvements with supervisor or more senior staff.
		Liaise with family members, medical services, departmental services and other external community services to help meet client needs.
		Utilise well developed communication skills to identify client needs, liaise with other service providers, stakeholders and significant others.
REQUIREMENTS		

Level 1: DDSO 1 and DDSO 1Q

Skills and knowledge	*1*	Works within established protocols and procedures. Ability to apply contemporary approaches to supporting people with a disability consistent with the overall service program. Utilise departmental systems including IT.
	1Q	Knowledge of, and ability to apply or implement contemporary approaches to supporting people with a disability, including: departmental systems such as Information Technology processes that relate to client support and risk management. Participate in support planning and other support strategies, including working to establish links with community resources and promoting, facilitating or advocating increased access to inclusion in community.
Qualifications and training	*1*	Level 2 First Aid Certificate All new starters are required to complete a mandatory induction program prior to commencement of duties. Unqualified staff will be enabled access to on the job learning as a part of the traineeship scheme. Automatic progression from level 1 to 1Q will occur on the attainment of Certificate IV in Disability Work.
	1Q	Entry Level 1Q requires a Certificate IV in Disability Work or the Advanced Certificate in Residential and Community Services or equivalent. Mandatory qualification requirement for the qualified entry level is a **Certificate IV in Disability** or the Advanced Certificate in Residential and Community Services or its equivalent. The competencies of the qualified worker level are defined by demonstrating a knowledge of developmental programming, skills assessment and training, including the ability to develop a range of care plans and assist others of a lesser classification in implementing those plans and other developmental programs, and reviewing programs and strategies.

Level 2: DDSO 2 and DDSO 2A

ROLE PERFORMED		
Purpose of the role	Provide support and information for people with disabilities, across their lifecycle and in all domains of life, to enable access to a quality life with dignity, respect and social inclusion, in the least restrictive environment. DDSO's at this level work in group homes, respite, residential facilities, the community providing outreach services and in service support roles including intake/response and case management.	
Organisational relationships	*2*	Work, with access to supervision, in a range of organisational relationships: ▪ as a senior member of a direct support team in a residential service providing practice support and supervision to other team members; ▪ as an Outreach worker providing support to people in community settings and undergoing trainee program; ▪ Senior day program support worker.
	2A	▪ as a senior member of a direct support team in a service with more

Level 2: DDSO 2 and DDSO 2A

		complex support requirements. ▪ as a senior member of a direct support team in a service with at least one client on a Supervised Treatment Order [STO]. ▪ as a senior member of a direct support team in a Crisis Accommodation Service [howsoever described]. ▪ entry level independently providing support to people in community settings. ▪ entry level in a team providing intake and response assessment and advice. ▪ entry level in a team providing case management and planning. ▪ entry level in a team providing outreach services. ▪ entry level in a forensic service as a Psychological and Educational Trainer.
Level of autonomy and decision making	*2*	Discretion in decisions under general guidance from a supervisor and within specified policies and standards. Professionally accountable for these decisions. Interpret established protocols and procedures to inform decision-making. Use judgement to identify risks to clients, colleagues, community and self and intervene to minimise risks that might compromise health, safety and wellbeing. Within established procedures and guidelines and under general direction from a more senior or other professional Employees, positions are regularly required to undertake the more complex direct-care functions or contribute to the design and independent implementation of a range of plans where appropriate.
	2A	Professionally accountable for decisions made within area of responsibility, with management support. Responsible with access to supervision for the development and implementation of a range of plans that contribute to the well-being of people with a disability and community safety.
Typical duties:		
▪ ***Client support***	*2*	Directly support people with disabilities, within their home and community, to participate in a range of life areas (including social, recreational and daily living activities) based on the goals of individual support plans. Advocate for people with a disability to improve client outcomes Record client data, report observations and ensure client records are up to date. Contribute to the development and maintenance of support plans. Administer medication treatments and therapies according to prescribed protocols and otherwise seek appropriate medical assistance.
	2A	Conduct interviews with people living with a disability, and their family, to ascertain client goals and use this alongside an analysis of individual history and circumstances to identify appropriate support and activity, (under professional supervision). Develop and maintain client support plans (including health specific or

Level 2: DDSO 2 and DDSO 2A

		positive behaviour plans for people with complex needs). Provide information, advice and referral, where required, to crisis intervention services for people with a disability, their families, carers and/or service providers. Manage a caseload that comprises people with a disability, their families and carers who present with a variety of known and predictable needs, (under professional supervision). Develop, implement, monitor and review client support plans (under professional supervision)
▪ ***Administration***	*2*	Prepare reports within area of responsibility. Accurately complete case notes. Provide information for service administration and reports and ensure records (such as accounts) are accurate and up to date. Contribute to staff team planning, service functioning and planning, work process improvements, day to day administration.
	2A	Prepare reports within area of responsibility. Prepare proposals for specific funding for clients.
▪ ***Collaboration***	*2*	Convey information, to clients and their families, and other people in the lives of clients. Use judgement to identify areas of improvement regarding client need and house matters. Develop options for improving work processes and raise with supervisor. Coordinate and negotiate with family members, health services, activity providers, and other community services to help meet daily client needs and/or to plan support for future client requirements.
	2A	Model best practice and support colleagues and, where applicable, community based direct support staff to understand policies and practice standards in managing complex clients. Use initiative to identify areas of service improvement relating to client need, relevant to the role. Liaise with a range of external agencies including: police, court and justice system.
REQUIREMENTS		
Skills and knowledge	*2*	Competencies in areas of complex behaviour management or high/complex medical needs. Areas of specialisation may include mental health (dual disability), aged care and youth/adolescent issues and behaviour intervention. Knowledge and competencies commensurate with at least two years work experience in disability support or a related field, including: ▪ a contemporary understanding of disability and an ability to apply theoretical knowledge and experience to support people with disabilities.
	2A	▪ knowledge of complex conditions that impact on disability and the ability to remain up to date with related developments.

Level 2: DDSO 2 and DDSO 2A

Qualifications and training		Positions require higher level competencies in areas of complex behaviour management or high/complex medical needs. Areas of specialisation may include mental health (dual disability), aged care and youth/ adolescent issues and behaviour intervention.
	2	Level 2 First Aid Certificate Certificate IV in Disability Work or equivalent. Entry level for Outreach workers are undertaking the Advanced Diploma of Disability Work.
	2A	Advanced Diploma of Disability Work (or equivalent qualification / experience), or Bachelor of Applied Science (Disability) or equivalent, or eligible to be registered, as a Mental Retardation Nurse.

Level 3: DDSO 3 and DDSO 3A

ROLE PERFORMED		
Purpose of the role	Independently deliver or supervise services that support people with disabilities, across their lifecycle and in all domains of life, to enable access to a quality life with dignity, respect and social inclusion, in the least restrictive environment.	
Organisational relationships	*3*	Work independently or as a team supervisor, with access to supervision, in a range of organisational relationships: ▪ supervisor of a direct support team in a residential service.
	3A	▪ supervisor of a direct support team in a service with complex support requirements. ▪ supervisor of a direct support team in a service with at least one client on an STO. ▪ deputy manager of a unit in a residential facility. ▪ independent Employee providing intake and response assessment and advice. ▪ independent case manager in a multi-disciplinary community setting. ▪ independent direct-support provider for people in community settings. ▪ independent Outreach worker. ▪ an independent Psychological and Educational Trainer in a forensic service. ▪ manager of a day program. ▪ trainer.
Level of autonomy and decision making	*3*	Determine matters on a day to day basis, handling commonly occurring situations or cases within an area of practice, and reporting regularly to a manager who has overall accountability for the area or program. Professionally accountable for autonomous decisions that impact on clients and staff, made within bounds of department policy and with management support. Manage time and other resources productively with a view to ensuring optimum results for clients and the department. 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. Identify learning opportunities and career development opportunities. Define and maintain professional boundaries.
	3A	Professionally accountable for decisions made within area of responsibility, with management support. Responsible with a high degree of independence for the development and implementation of a range of plans that contribute to the wellbeing of people with a disability and community safety, within area of responsibility and managerial oversight.
Typical duties:		
▪ ***Client support***	*3*	Lead and plan support for people with disabilities, within their home and community, to participate in a range of life areas based on the goals of individual support plans. This includes developing support plans and delegating support tasks. Advocate within the broader community on behalf of clients and their

Level 3: DDSO 3 and DDSO 3A

		families, to support inclusion, participation and respect for rights. Ensure accurate departmental client records, consistent with organisational standards, based on observation of behaviour and assessment of other evidence. Directly support people with disabilities, within their home and community, to participate in a range of life areas (including social, recreational and daily living activities) based on the goals of individual support plans when rostered to do so. Administer medication treatments and therapies according to prescribed protocols and otherwise seek appropriate medical assistance.
	3A	Conduct interviews with people living with disability, and their family, to ascertain client goals and use this alongside an analysis of individual history and circumstances to contribute to strategic planning for support and service delivery. Assess and support clients in complex situations and / or complex needs. Provide information, advice and referral to crisis intervention services for people with a disability, their families, carers and /or service providers, where required Manage a caseload comprising people with a disability and their families or carers who present with a variety of complex and changing and / or unpredictable needs. Develop, implement, monitor and review client support plans.
▪ ***Administration***	*3*	Prepare detailed reports and notation within area of expertise or responsibility. Implement and maintain systems within area of responsibility to assist planning, operational, budgetary, resource management, risk management and quality assurance functions. Manage 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; ▪ plan for staff capability including: staff induction; identify role expectations and performance requirements to staff; inform staff on policies and standards within area of responsibility; ▪ review staff decisions and performance; ▪ ensure service records and accounts are accurate, regularly updated and comply with organisational standards; ▪ prepare proposals for specific funding or services for clients; ▪ implement quality improvements and process changes; ▪ budgetary oversight.
	3A	Provide data within area of responsibility for department use. Provide advice to management relating to specific area of responsibility including advocating for resources. Attend meetings, including those in public settings, on behalf of the department and share outcomes of meetings with relevant staff.

Level 3: DDSO 3 and DDSO 3A

▪ ***Collaboration***	*3*	Convey information, to clients and their families, and other people in the lives of clients. Identify areas of service improvement relating to client need, house or program matters and convey to manager. Work to develop and maintain team moral and effectiveness. Provide day to day mentoring and share practice knowledge. Participate in internal or community information sessions or consultative processes that relate to client and service issues. 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.
	3A	Liaise with agencies such as Courts, Police and Mental Health Services. Communicate effectively with a range of external agencies and service providers on matters requiring a detailed understanding of disability policy objectives.
REQUIREMENTS		
Skills and knowledge	*3*	Recognised experience and knowledge in the field of disability and ability to apply policies and processes to meet challenges of known or evolving disability support situations. This includes: ▪ specialised and contemporary understanding of disability and an ability to apply this theoretical knowledge to client support; ▪ knowledge of and skill with coaching, supervision and planning practices.
	3A	▪ knowledge of complex conditions that impact on disability and the capacity to remain up to date with related developments.
Qualifications and training	*3*	Level 2 First Aid Certificate. Certificate IV Disability studies or equivalent.
	3A	Advanced Diploma of Disability Work (or equivalent qualification / experience), or Bachelor of Applied Science (Disability) or equivalent, or eligible to be registered as a Mental Retardation Nurse.

Level 4: DDSO 4

ROLE PERFORMED	
Purpose of the role	Specialised practice leadership and / or management of services that support people with disabilities, across their lifecycle and in all domains of life, to enable access to a quality life with dignity, respect and social inclusion, in the least restrictive environment.

Level 4: DDSO 4

Organisational relationships	Work independently or as a team leader, with remote access to supervision, in a range of roles: ▪ supervisor of a direct support team in a Crisis Accommodation Unit (howsoever described); ▪ senior worker in Outreach or case management; ▪ manager of a number of service units within a congregate care facility or group homes in a specified geographic area; ▪ team leader of a team of outreach workers; ▪ team leader of a team of case managers; ▪ team leader of a team of intake and response workers; ▪ practice leader providing specialist services and advice in a specific disability area, that may include, accommodation and support, behaviour support, outreach, case management, or as a sole rural practitioner. Sole rural practitioner. Coordinator of day program. Skills trainer.
Level of autonomy and decision making	Make decisions within the scope of established policies and practice standards and area of responsibility. Professionally accountable for direct-support services and related decisions within area of responsibility, with support from senior management. Identify required interventions to ensure service quality is maintained and enhanced. Manage time and other resources productively with a view to ensuring optimum results for clients and the department. Responsible for budget allocation for a designated area. Supervise/Oversee support and colleagues to identify risks to clients, staff and community health, safety and wellbeing, including illegal action, and apply established risk minimisation strategies. Identify learning opportunities and career development opportunities. Define and maintain professional boundaries.
Typical duties:	
▪ ***Client support***	Provide practice leadership, offering specialist services and advice in relation to clients, working closely with other service providers or as a sole operator at a state-wide or broader divisional level. Advocate within the broader community, on behalf of clients and their families, to support inclusion, participation, respect for rights and a commitment to effective service delivery. Work with complex clients to provide access to resources intended to ensure an agreed level of care and quality of life. Undertake research (e.g. interviews) and analysis, and develop appropriate action plans, in cases where client or family circumstances are complex or unpredictable and/or where the Police or Mental Health Services are involved.
▪ ***Administration***	Prepare detailed reports, or provide data, including service trend data, within area of responsibility for department use. Contribute to departmental records on people with disabilities at a programmatic or systems level and assist staff with more complex

Level 4: DDSO 4

	departmental reporting issues. Participate in the development and implementation of systems that ensure staff are able to deliver desired outcomes for clients including systems to support planning, budgetary, resource management, risk management and quality assurance functions, within area of responsibility. Participate in staff planning and service functioning across multiple sites, including: ▪ roster development, staff replacement, staff recruitment, leave planning and work allocation processes ▪ plan for staff capability: set performance expectations; educate staff on policies and standards; work with staff to develop career opportunities and access to training and skill enhancement ▪ review staff decisions and performance ▪ monitor legislative and systems compliance across a range of department processes ▪ manage Return to Work processes and related internal risk management ▪ monitor and evaluate service performance and effectiveness and implement changes to improve quality and responsiveness, with support from senior management. ▪ Exercises financial accountability relevant to the role Interpret client data (including whole system analysis) to identify appropriate actions to meet client interests at a whole service or group level. Participate in strategic planning for specific services. Inform policy development and related decision-making processes to enable innovation. Attend, brief and represent the department, including in public settings. Share outcomes of meetings with relevant staff.
▪ ***Collaboration***	Convey information including department strategy, to clients and their families, and other people in the lives of clients. Develops relationships within the broader community to help ensure the best possible outcomes for people living with disabilities. Participate in developing and maintaining collaboration including offering and receiving feedback and providing peer review. Share new strategies with colleagues and provide leadership to staff. Lead internal or community information sessions or consultative processes. Lead complex negotiations with family members, medical services, activity services, Police, Mental Health Services and other community services to support planning for future client requirements and to negate risk. Communicate effectively with community agencies, health care practitioners, government departments and advocacy groups on matters requiring a detailed understanding of disability policy objectives.
REQUIREMENTS	

Level 4: DDSO 4

Skills and knowledge	Expertise and knowledge in the direct delivery of services to people living with disabilities and related standards across a service or practice area. This includes: ▪ specialised and contemporary understanding of disability including evidence based practice principles and an ability to apply this theoretical knowledge to client support; ▪ knowledge of and skill with coaching, supervision and planning practices; ▪ knowledge of complex conditions that impact on disability and the capacity to remain up to date with related developments; ▪ capacity to explore research and trends in health conditions and broader social circumstances to support greater levels of well-being for client groups.
Qualifications and training	Advanced Diploma of Disability Work (or equivalent qualification / experience), or Bachelor of Applied Science (Disability) or equivalent, or eligible to be registered, as a Mental Retardation Nurse.

Level 5: DDSO 5

ROLE PERFORMED	
Purpose of the role	Management and leadership of services that support people with disabilities, across their lifecycle and in all domains of life, to enable access to a quality life with dignity, respect and social inclusion, in the least restrictive environment.
Organisational relationships	Work independently or as a manager, with remote access to supervision, in a range of organisational relationships: ▪ area manager of multiple front-line supervisors in group homes, or residential service units, over an identified service area; ▪ senior practice leader in a complex disability area, providing specialist services and advice that may include accommodation and support, behaviour support, outreach, case management; ▪ manager outreach services / community teams; ▪ night supervisor residential facility.
Level of autonomy and decision making	Make strategic decisions across a large client group within the scope of established policies and practice standards and within area of responsibility. Professionally accountable for service delivery and related decisions within comprehensive area of responsibility, with support from senior management. Identify required interventions to ensure service quality is maintained and enhanced. Significant problem-solving activity and innovation requiring in depth understanding of service and department policy. Lead and mentor decision making by staff who are managing teams supporting people with disabilities, within specified policies and practice standards. Manage time and other resources productively with a view to ensuring optimum results for clients and the department. Responsible for budget allocation for a designated area. Responsible for risk management across multiple teams. Oversee and support staff and colleagues to identify risks to client, staff and community health, safety and wellbeing, including illegal action, and intervene to minimise risks. Identify learning opportunities and career development opportunities.

Level 5: DDSO 5

	Contribute to setting professional boundaries.
Typical duties:	
▪ ***Client support***	Lead service development to enhance opportunities for people with disabilities to achieve their full potential, working actively with community groups or other interest groups. Lead advocacy within the broader community on behalf of clients and their families to support inclusion and participation and a commitment to effective service delivery. Work with staff to develop outcomes for people with disabilities. Including research within the sphere of responsibility. Support staff teams working with clients with demanding risk management requirements to anticipate risks and support clients to act lawfully in their interaction with community members to reduce the risk of potential incidents. Explore information relating to health conditions to support greater levels of well-being for people with disabilities and endeavour to ensure appropriate resources and personnel are engaged for these purposes.
▪ ***Administration***	Prepare detailed reports, or provide data, including service trend data, within area of responsibility for department use, including Ministerial or media use. Contribute to departmental records on people with disabilities at a programmatic or systems level and assist staff with more complex departmental reporting issues. Develop and implement systems that ensure staff are able to deliver desired outcomes for clients including systems to support planning, budgetary, resource management, risk management and quality assurance functions, within area of responsibility. Lead staff planning and functioning across multiple sites, within area of responsibility such as: ▪ roster development, staff replacement, staff recruitment, leave planning and work allocation processes; ▪ plan for staff capability: set performance expectations; educate staff on policies and standards; work with staff to develop career opportunities and access to training and skill enhancement; ▪ review staff decisions and performance; ▪ monitor legislative and systems compliance across a range of department processes; ▪ manage Return to Work processes and related internal risk management; ▪ monitor and evaluate service performance and effectiveness and implement changes to improve quality and responsiveness; ▪ budget management. Analyse service data, client research, and policy to identify initiatives to enhance service delivery and to contribute to strategic planning and system improvement. Lead planning for specific services and contribute to whole service evaluation, planning and budget management as part of a broader management team. Inform policy development and related decision-making processes to enable innovation.

Level 5: DDSO 5

	Attend, brief and represent the department, including in public settings. Share outcomes of meetings with relevant staff.
▪ ***Collaboration***	Convey information including department strategy, to clients and their families, and other people in the lives of clients. Build positive relationships within the broader community to help ensure the best possible outcomes for people living with disabilities. Identify areas of improvement, and, lead and implement change in staff practice. Share new strategies with colleagues and provide leadership to Employees. Lead internal or community information and consultation sessions. Conduct consultative processes with stream management and staff. Lead complex negotiations with family members, medical services, activity services, Police, Mental Health Services and other community services to support planning for future client requirements at a systemic level and to negate risk, within area of responsibility. Work actively with networks internal and external to the department ensuring effective links with other departments, service providers, community groups and funded agencies and that the department is represented professionally and fairly.
REQUIREMENTS	
Skills and knowledge	Authoritative expertise and knowledge in the direct delivery of services to people living with disabilities and related standards across a service or practice area. This includes: ▪ specialised and contemporary understanding of disability including evidence based practice principles and an ability to apply this theoretical knowledge to client support; ▪ knowledge of and skill with coaching, supervision and planning practices; ▪ knowledge of complex conditions that impact on disability and the capacity to remain up to date with related developments including research and trends; ▪ capacity to explore research and trends in health conditions and broader social circumstances to support greater levels of well-being for client groups.
Qualifications and training	Advanced Diploma of Disability Work (or equivalent qualification / experience), or Bachelor of Applied Science (Disability) or equivalent, or eligible to be registered, as a Mental Retardation Nurse.

Level 6: DDSO 6

ROLE PERFORMED	
Purpose of the role	Strategic management and leadership of services that support people with disabilities, across their lifecycle and in all domains of life, to enable access to a quality life with dignity, respect and social inclusion, in the least restrictive environment.
Organisational relationships	Work as a senior manager or senior practice leader under executive management direction.

Level 6: DDSO 6

Level of autonomy and decision making	Make strategic decisions bound by broad practice and policies. Professionally accountable for committing a service to a particular course of action or policy, within area of practice and within the constraints of the executive management. Responsible for leading investigations of major service issues and developing strategies and systemic improvements to advance the overall outcomes for people with disabilities. This involves creative problem solving and innovation. Lead and mentor decision making by senior staff who manage teams. Manage time and other resources productively with a view to ensuring optimum results for clients and the department. Responsible for budget allocation for a designated area. Identify potential risks, identify risk management processes and make decisions on appropriate responses including change strategies. Identify learning opportunities and career development opportunities. Model and maintain professional boundaries.
Typical duties:	
▪ ***Client support***	Leadership in innovative or specialist service delivery, and related advocacy on behalf of people living with disabilities in the broader community, to support inclusion and participation and a commitment to effective service delivery. Work with staff to continuously improve outcomes for people with disabilities, including ensuring rigorous and focused research within sphere of responsibility. Support teams working with clients with demanding risk complexity, to anticipate risks, assist clients to act lawfully in their interaction with community members and avert incidents. Provide a key contact for specialist areas of practice.
▪ ***Administration***	Prepare detailed reports, or provide data, including service trend data, within area of responsibility for department use, including Ministerial or media use. Develop and implement systems that ensure staff are able to deliver desired outcomes for clients including systems to support planning, budgetary, resource management, risk management and quality assurance functions. Coach and lead a senior staff team, including: ▪ support roster development, staff replacement, staff recruitment, leave planning and work allocation processes; ▪ implement a clear framework for staff performance planning and assessment; ▪ support the development of planning for staff capability across multiple sites; ▪ monitor and evaluate service performance and effectiveness and implement changes to improve quality and responsiveness; ▪ lead implementation of departmental policies on risk management. Analyse service data, client research, and policy to identify initiatives to enhance service delivery and to contribute to strategic planning and system improvement. This includes using data to present cases for practice improvement to drive organisational change. Lead strategic planning for specific services and contribute to whole service evaluation, planning and budget management as part of a broader management team.

Level 6: DDSO 6

	Inform policy development and related decision-making processes to enable innovation. Attend, brief and represent the department, including in public settings. Share outcomes of meetings with relevant staff.
▪ ***Collaboration***	Convey information including department strategy, to clients and their families, and other people in the lives of clients. Build relationships within the broader community to help ensure the best possible outcomes for people living with disabilities. Creatively develop and maintain team morale and effective collaboration including offering and receiving feedback and providing peer review. Share new strategies with colleagues and provide leadership to colleagues and Employees. Deliver consultation and participative feedback with staff across the service. Lead communication with significant stakeholders. Manage projects which require sophisticated stakeholder management. Work actively with networks internal and external to the department ensuring effective links with other departments, service providers, community groups and funded agencies.
REQUIREMENTS	
Skills and knowledge	Comprehensive knowledge of the disability support profession, disability service strategies and related policy development.
Qualifications and training	Advanced Diploma of Disability Work (or equivalent qualification / experience), or Bachelor of Applied Science (Disability) or equivalent, or eligible to be registered, as a Mental Retardation Nurse.

Disability Development and Support Officer, Level 7 (DDSO 7)

Senior Manager Complex Residential Services (former **MRN 6**)

2.8.1 Definition

Positions are senior Managers who have a thorough knowledge of the service and have considerable management experience.

2.8.2 Features

At this level, positions may have to resolve issues which are unique and guide-lines may be inadequate or not developed and policies ill-defined.

Positions are bound by departmental policies and practices and are subject to executive management direction only. Within areas of practice as outlined below, positions will be able to commit the facility or service to a particular course of action within the constraints of the executive management model. Positions at this level therefore are expected to lead the investigation of major issues in the direct-care and develop strategies to overcome problems affecting the delivery of services.

Work at this level is distinguished from that of level 6 by the size of the service managed.

2.8.3 Typical duties

- Develop and implement policies, standards and objectives for the provision of direct care services to ensure the effective utilisation of resources to enhance the lives of clients.

- Monitor the standards of practice, program effectiveness and efficiency, and report as required to the senior management to ensure services are in accordance with the provisions of relevant Acts, departmental standards and support departmental outcomes.
- Lead the direct care service to ensure the quality of services is maximised t and support collaborative working arrangements across the Organisation.
- Participate in planning and implementing major service change.
- In the context of developing new services, liaise with divisions and stakeholders as required.
- Ensure that Employees are supported to access developmental training opportunities.
- Build relationships with key stakeholder's including associated organisations, community agencies, and client families to enable effective responses and consultation regarding the services provided to residents.
- Undertake a range of management functions in relation to the administration of the service, including the monitoring of budgets, preparation of reports and maintenance of client records and oversee internal Employee deployment.

2.9 Disability Development and Support Officer, Level 8 (DDSO 8)

(former **MRN 7**)

2.9.1 Definition

Positions will usually be in charge of large congregate care facilities or Services.

2.9.2 Typical duties

- Be responsible for the development and preparation of policy and guide lines pertaining to all aspects of direct-care service delivery and for the provision of high-level advice to other member's of the executive.
- Be responsible for the development and preparation of policy and guidelines pertaining to all aspects of direct-care service delivery and for the provision of high-level advice to other members of the executive.
- Represent the total direct care function on the executive and negotiate at senior levels for the adequate resourcing of the direct-care functions and associated activities.
- Ensure the direct-care services are of the highest possible quality and in line with Departmental policies across the service through establishing effective reporting relationships between unit, program and community-based Managers.
- Participate as necessary in the negotiation of local industrial relations issues and report to senior management in the event of major disputes.
- Provide professional leadership to all direct-care Employees in the service, and encourage Employee development and retention.
- Establish and review practice standards and establish guidelines for the provision of direct care services.

2.10 Disability Development and Support Officer, Level 9 (DDSO 9)

(former **MRN 8**)

2.10.1 Definition

The position is accountable for the planning and development of the profession of direct care for people with an intellectual disability. The position advises the executive and generates policies that impact on direct care services provided in the field.

2.10.2 Typical duties

- Undertake workforce planning and evaluation of education and training requirements to ensure that departmental policy objectives can be met.

- On a Statewide basis, set and evaluate direct care standards within the department, and negotiate with Managers of direct care services to ensure that these standards are implemented throughout community settings.
- Provide a focus for policy development and analysis, service planning and program development in relation to direct care service in Victoria.

2.11 AFTER HOURS COORDINATION/NIGHT SUPERVISION FUNCTION

2.11.1 CONGREGATE CARE FACILITIES

2.11.1.1 Typical duties

- Take responsibility for all clients and Employees in the event of any emergency and instigate remedial action, including the implementation of emergency procedures within established protocols, arranging additional support requirements and notification to senior management.
- Provide night Employees with direction, advice and guidance as required on various issues which may arise during a shift, including client illness or injury, managing challenging behaviour.
- Attend units and provide assistance if required in dealing with issues as they arise, including client illness or injury, managing challenging behaviour.
- Ensure that the environment is safe and secure, including check of security of windows and doors, safe storage of chemicals and check fire safety equipment is functioning and appropriately accessible.
- Ensure that no unauthorised persons are on the grounds.
- Provide a central point of contact, advice and counselling where appropriate for members of the public or others who may contact the facility during out of business hours, including Police, hospitals, Fire Brigade, external contractors and family members.
- Night Supervisors have responsibility for the single facility in which they work.

2.11.1.2 Position Classifications

The classification levels of positions engaged in the provision of after-hours coordination includes positions at level 5, Level 4 and Level 3 (**DDSO 5, DDSO 4, DDSO 3A and DDSO 3**). The classification levels of after-hours co-ordination teams or individual night supervisor positions will depend on the size of the facility in terms of client and Employee number's and be commensurate with the degree of autonomy and responsibility required of the position.

2.11.2 NON-RESIDENTIAL SERVICES

2.11.2.1 Definition

Positions work as part of a multi-disciplinary team, which may also comprise a range of professionals including Social Workers, Psychologists and Therapists.

2.11.2.2 Typical duties

- Participate in determining client eligibility to receive support services.
- Assess client needs in collaboration with the client, their family, guardian or carer.
- Develop a General Service Plan and other case plans to enable client access to appropriate and cost effective services.
- Provide behaviour intervention programs and strategies for clients who manifest challenging behaviour.
- Evaluate and review behaviour intervention and skill development programs.

2.11.2.3 Classifications

The classification levels of positions engaged in the provision of non-residential services includes positions at Level 4, Level 3, Level 2 and Level 1 (**DDSO 4, DDSO 3A, DDSO**

3, DDSO 2A, DDSO 2, DDSO 1Q and DDSO 1). The classification of positions will depend on the qualifications, duties and responsibilities, the size of the team and the relevant experience of the occupant.

At the completion of the current review of case management services, the competencies and classification matrix will be amended, if required, to reflect any changes to the classification structure as determined by the Central Consultative Committee (CCC).

3. FACILITY SERVICES OFFICER (FSO)

3.1 Group Standard

The work of positions in this structure provides a variety of support services relating to the operation and maintenance of facilities for people with a disability. As such this involves the application of a variety of physical coordinating and Employee management skills. At lower levels minimal judgement is required as work supervision and direction is clear. At more senior levels more focused skills are required, and senior supervisory levels require the management of a sizeable workforce in order to achieve a set level of performance in domestic-related functions, such as cleaning or provision of a catering or laundry service.

3.2 Qualifications

There are no mandatory qualifications for entry to the structure. Previous experience is not required and on the-job training is provided. However, at higher levels specific qualifications may be required for some positions. These may include an endorsed licence to drive certain classes of vehicles, or a catering qualification. Supervisory ability is required at higher levels. A licence to drive a standard motor vehicle is required for some positions. Given the nature of the majority of the work, physical fitness and an ability to understand and apply the safe operation of basic cleaning, laundry, kitchen or similar appliances are required.

3.3 Definitions

3.3(a) Routine direction means that a person:

- receives instructions on what is required, on unusual or difficult features and, when new techniques or practices are involved, on the method of approach;
- is normally subject to progress checks usually confined to the unusual or difficult aspects and has assignments reviewed on completion; and
- has the knowledge and experience to perform basic duties usually without detailed instructions.

3.3(b) General direction means that a person:

- receives general instructions, usually covering only the broader aspects of the work;
- may be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- although competent and well experienced in the line of work may, on occasion, receive more detailed instructions, usually when special features are involved.

3.3(c) Limited direction means that a person:

- receives limited instructions normally comprising a clear statement of objectives;
- has work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in an operational sense and requires little guidance during the performance of the work even when special, unusual or complex features are involved.

Work Standards

3.4 Facility Services Officer, Level 1 (FSO 1)

3.4.1 Definition

Positions work under routine direction and undertake a range of laundry, cleaning, driving, basic food preparation, labouring or messenger duties. Positions at this level perform a limited range of recurring tasks across a single function. The work requires the application of physical skills and common sense. Recurring and well defined tasks are undertaken, such as

the operation of cleaning and laundry equipment and kitchen appliances. Tasks are generally confined to one or two physical locations. Tasks regularly performed are generally confined to one or two procedures (e.g. daily performance of a range of domestic services tasks including minor food and beverage preparations and regular ward cleaning duties; or motor driving duties of a collect and deliver or messenger nature). Established routines, methods and procedures apply and guidance is readily available with standard instructions applying. Within the framework of mainly predetermined work schedules, some decision-making may occur in the precise order tasks are performed.

This level is a base operational and recruitment level. Employees at this level have no supervisory responsibility. Employees undertaking work at this level would become competent in individual tasks after a limited period of 'on-the-job' training.

Initially, the work is performed under close direction and there is little scope to deviate from established routines, methods and procedures. Tasks may be mixed within a single functional area of work to provide a variety of work experience; they are of a routine operational nature.

3.4.2 Skills and Attributes

There are no mandatory qualifications for entry to this level. Previous experience is not required, as on-the job training is provided. Physical fitness and an ability to understand and apply the safe operation of basic cleaning, laundry, kitchen or similar appliances are required. Personal hygiene and an appreciation of its importance is required.

A licence to drive a motor car is a job requirement for a restricted number of positions at this level.

3.4.3 Typical Duties

- Provide a daily domestic and cleaning service within a unit, including regular cleaning duties and basic food and beverage preparation (eg. preparing toast, plating food, preparing fruit); or
- Assist in the preparation and serving of food in a kitchen, including storing bulk food, slicing, peeling, cutting, etc., preparing food items, delivering food, washing cutlery, crockery and utensils and, cleaning and washing kitchen areas; or
- Drive a vehicle in order to deliver goods, documents, messages, mail and other items, and perform incidental tasks associated with this function; or
- Perform a range of heavy cleaning tasks such as stripping and polishing large areas of floor surface, moving furniture, cleaning external surfaces such as paths and high windows, removing and replacing curtains and similar fittings, replace small areas of carpet, vinyl or other floor surface, clean a swimming pool facility including adding appropriate chemicals, and similar general labouring tasks; or
- Perform a range of Laundry hand tasks, including loading and tending washing machines and dryers, sorting articles by type, colour, fabric and cleaning treatment required, weighing and otherwise recording the receipt and movement of linen and clothing; or
- Perform a range of linen room and/or sewing duties including operating industrial machinery, mending clothing and manufactured items such as bibs, bags and aprons. Assist in condemning, folding, sorting, allocating and preparing ward orders. Stack linen.

3.4.4 Indicative Previous Classifications

- FADSA/DSO 1
- Laundry hand/DSO 1
- Cleaner/DSO 1
- Messenger
- General Hand
- Motor Driver, Grade 1
- Seamstress Grade I

- Watchman
- Pharmacy Attendant

3.5 Facility Services Officer, Level 2 (FSO 2)

3.5.1 Definition

Positions at this level work under routine direction and the work is subject to regular checks. Detailed instruction is not always necessary however and there is scope for Employees to exercise initiative in applying established work practices and procedures.

This level encompasses a range or combination of operational activities, which require the application of specific skills or experience, and a general knowledge of the work to be performed. The work may focus on a particular stream of work, such as dry cleaning, general hostel duties, providing information, stores, receipt and dispatch, or the making and repair of clothing.

This level includes more specialised and skilled work performed in one functional area or operational work performed across a number of operational/functional areas.

Knowledge may be required of a range of skills, guidelines and procedures. Supervision is to hand in respect of task allocation and work quality. Some decision-making is required on appropriate method and arrangement of tasks.

Tasks are performed regularly across a range of activities and possibly a range of physical locations, e.g. domestic service assistance tasks within a ward and a kitchen; or domestic service tasks within wards and sewing room and heavy duty cleaning tasks; or regular performance of both motor driving and stores tasks under supervision.

Greater independence is afforded at Level Two than Level One and initiative is required in applying established practices and procedures. It would be expected that Employees at this level would be experienced, trained and skilled in their particular areas of facility operations. Some positions may have a minor supervisory role and most would be expected to provide regular advice and assistance to Level One Employees. This level can broadly be described as senior operative.

In addition, this level accommodates a modest number of specialist positions where specific skills and/or work experience are required.

3.5.2 Skills and Attributes

Generally, there are no mandatory qualifications for entry to this level. However, specific qualifications such as an endorsed licence may be required for some positions. Several years' practical experience in a specific work area or stream or preferably streams of work would provide appropriate training for this level. Skills may be enhanced by on the-job training. Physical fitness may be required and a knowledge of the safe operation of some specific equipment may need to be acquired.

A licence to drive a standard motor car may be required for some positions.

3.5.3 Typical Duties

- Regular performance of at least two of the duty types described at Level One; or
- Drive a variety of motor vehicles (including those requiring an endorsed licence) in order to transport clients, food or other goods. Allocate and schedule vehicles to be used by other Employees; or
- Provide a comprehensive Inquiry Officer service, both in person and by manning a switchboard, and perform incidental tasks to this function such as monitoring fire and physical security; or
- Under direction receive, handle and dispatch incoming and outgoing goods and supplies from a store, and/or drive a variety of vehicles; or
- Under limited direction perform cleaning, tidying, booking and related tasks at a hostel.

3.5.4 Indicative Previous Classifications

- General Reliever.

- FADSA Cleaners, Laundry hands regularly working across a number of distinct functional areas, e.g. kitchen/unit/linen store.
- Hostel Supervisor, Dry Cleaner, Tailor, Tailoress, Storemen, Grades 1 and 2, Motor Driver, Grades 2 and 3.

3.6 Facility Services Officer, Level 3 (FSO 3)

3.6.1 Definition

Work at his level is performed under general direction. Positions at this level usually require relevant experience acquired over a number of years and either a sound knowledge of a range of activities or a depth of specialised knowledge of a specific activity. A formal non-mandatory qualification, eg. Certificate of Supervision may assist Employees to perform at this level. Supervisory positions may undertake the more complex operational work as well as oversee the work performed by Employees.

Positions perform a range of tasks within a specialist/specific activity. Resolution of problems can be achieved by referral to precedents, guide-lines and instructions, or trade practice.

There is guidance available on task allocation and work quality. There is scope for initiative in the application of established work practices and procedures. Positions with supervisory responsibilities may be involved in working with Employees to develop work performance.

3.6.2 Qualifications, Skills and Attributes

There may be specific mandatory qualifications for appointment to some positions at this level. Several or more years' practical experience in a specific work area or stream would provide appropriate training for this level. This may be supplemented by formal qualifications in limited instances. Occupants need to have a sound knowledge of work practices, procedures, guidelines and instructions relevant to the work area. Supervisory skills are required at this level.

3.6.3 Typical Duties

- Manage a store or a stores/transport service at a smaller facility; or
- Under direction, manage a discreet stores or transport function at a larger stores facility (see note below); or
- Manage a team of Facility Services Officers, level 1 and 2 (**FSO 1 and FSO 2**), responsible for providing a comprehensive cleaning service; or
- Supervise a section of a laundry facility or manage a linen store.

3.6.4 Indicative Previous Classifications

- Laundry hand, Grade 2
- General Hand, Senior and Leading Storekeeper, Grade 1
- Central Linen Service Supervisor

3.7 Facility Services Officer, Level 4 (FSO 4)

3.7.1 Definition

Positions work under general direction and manage the provision of a service or function across a smaller facility or supervise Employees undertaking a range of activities or specialised activities.

Work at this level requires a sound knowledge of a function or range of service activities. Positions at this level determine work priorities and planning within their designated activity. Positions at this level have supervisory responsibilities over Employees operating a range of equipment and/or undertaking a range of tasks. Positions at this level recruit and counsel Employees and maintain standards within the service or function they manage.

While this level is primarily a supervisory one, involvement in wider resource management (e.g. budget) is expected, although direction is usually available in this regard.

3.7.2 Qualifications, Skills and Attributes

There may be specific mandatory qualifications for appointment to some positions at this level. Considerable relevant experience in a work area such as farm or stores management

may be supplemented by formal qualifications. Experience in supervising Employees is necessary as the level is primarily a supervisory one.

A knowledge of Occupational Health and Safety Regulations, Standards and Procedures is required.

3.7.3 Typical Duties

- Assist in the management of a full laundry service; or
- Manage a full domestic service in a small facility or assist in the management of a full domestic service in a large facility; (refer notes) or
- Manage a farm at a large facility; or
- Manage a significant store or stores and transport service at a larger facility.

Note: Positions also assist in the management of rostering, allocation of duties, leave management, budgeting and counselling Employees.

3.7.4 Indicative Previous Classifications

- Laundry Supervisor
- Senior Storekeeper/Storekeeper, Grade 2
- Farm Manager
- DSS, Grade 1

3.8 Facility Services Officer, Level 5 (FSO 5)

3.8.1 Definition

Positions at this level work under limited direction in relation to established priorities and work practices to manage a function or service across a large facility or across a number of facilities. Examples include management of a large laundry or a full catering service. Positions manage a significant labour force. Managerial ability, including the ability to supervise Employees, set priorities, monitor work flow and to develop local strategies or work practices may be required. Positions have responsibility to oversee Employee training programs, and identify training needs. Positions recruit Employees within the parameters of determined staffing levels and are expected to be involved in the application of equal employment opportunity principles and to manage occupational health and safety guide-lines and requirements. Employee selection for lower level supervisory positions and Employee counselling and assessment are features of this level. Positions set criteria for service quality control and maintain standards within the function or service they manage. Positions determine work programs and priorities and need to closely monitor assigned budgets. Occupants are required to work in accordance with local policies on budgeting, staffing levels, major purchasing, disciplinary and personnel matters.

3.8.2 Qualifications, Skills and Attributes

There may be specific mandatory qualifications for appointment to certain positions at this level, such as in catering. Employees must have extensive relevant experience and this may be supplemented by formal qualifications. Extensive practical experience in supervising a catering, laundry or cleaning function may have been obtained in the Victorian Public Service or private employment. Strong Employee management skills are required.

3.8.3 Typical Duties

- Manage a full catering service; or
- Manage a full domestic service at a larger facility; or
- Manage a full laundry service.

3.8.4 Indicative Previous Classifications

- Catering Services Manager, Grades 1 and 2
- Domestic Services Supervisor, Grades 2 and 3
- Laundry Manager

- Laundry Manager, Senior

4. TRADESPERSON STRUCTURE (TA)

4.1 Group Standard

The work of positions in this structure requires application or oversight of recognised trade skills. The work also includes tasks incidental to the performance of trade work. Additionally, this structure encompasses trade assistant work where clear direction and instruction is provided to unqualified Employees.

Supervisory levels in this structure include a supervisory role over a number of trade qualified Employees and trade assistants, and a co-ordination role over a significant workforce.

4.2 Qualifications

4.2.1 Level Four (TA 4)

A First Class Ministry of Transport Certificate, membership of the Institute of Hospital Engineers, an appropriate equivalent or a trade certificate issued by the Industrial Training Commission of Victoria or equivalent qualification. This mandatory qualification may be supported by other desirable criteria such as formal qualifications and/or proven supervisory and general management skills.

4.2.2 Level Two and Three (TA 2 and TA 3)

A trade certificate issued by the Industrial Training Commission of Victoria, or equivalent trade qualification is required. Standard registration or licence requirements apply for trades such as electrical mechanic and plumber. At Level 3 supervisory ability is required, as is the ability to schedule and cost trade work, monitor maintenance expenditure and assess the work of contractors.

4.2.3 Level One (TA 1)

Previous practical experience working as a handyman or working in the building/construction industry, catering, gardening or other trade-related field would be an advantage. On-the-job training in the safe operation of equipment will be provided.

Progression beyond Level One requires acquisition of a trade qualification. Employees at this level will be encouraged to undertake adult apprenticeships.

Physical fitness and a licence to drive a motor car may be required at all levels.

4.3 Definitions

4.3(a) Routine direction means that a person:

- receives instructions on what is required, on unusual or difficult features and, when new techniques or practices are involved, on the method of approach;
- is normally subject to progress checks usually confined to the unusual or difficult aspects and has assignments reviewed on completion; and
- has the knowledge and experience to perform basic duties usually without detailed instructions.

4.3(b) General direction means that a person:

- receives general instructions, usually covering only the broader aspects of the work;
- may be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- although competent and well experienced in the line of work may, on occasion, receive more detailed instructions, usually when special features are involved.

4.3(c) Limited direction means that a person:

- receives limited instructions normally comprising a clear statement of objectives;
- has work usually measured in terms of the achievement of stated objectives; and

- is fully competent and very experienced in an operational sense and requires little guidance during the performance of the work even when special, unusual or complex features are involved.

Work Standards

4.4 Tradeperson, Level 1 (TA 1)

4.4.1 Definition

Positions at this level are under routine direction from trade qualified Employees and perform a range of trade assistant work.

Within practical parameters, trade assistant work may be organised within specific fields as listed below.

These are indicative and not exclusive.

Trade Assistant cooking duties include preparing and cooking food.

Trade Assistant engineering duties may include welding and general maintenance.

Trade Assistant gardening duties include mowing, weeding, watering, slashing, digging, fertilising, spraying, cutting edges, removing fallen branches and minor maintenance on equipment.

General maintenance work includes replacing washers and globes, replacing tiles and door knobs, carrying out the less complex repairs on motor vehicles, farm, garden and other equipment.

4.4.2 Typical Duties

- Assist trade qualified Employees.
- Undertake general handyman tasks, including mechanical repairs.
- Undertake manual tasks such as lifting and moving furniture, monitoring clients' movements around tools and equipment when work is undertaken in Units or areas where clients have access.
- Repair tiling.
- Undertake minor concreting work.
- Clean roofs and gutters of leaves.
- Replace washers, light globes, door knobs.
- Repair items such as washing machines, lawn mowers, wheel chairs, metal fascias.
- Undertake general gardening tasks such as weeding, mowing, watering, slashing, digging, fertilising, spraying weeks/roads, cutting lawn/edges, removing fallen branches.
- Undertake routine maintenance on workshop and gardening equipment.
- Clean boiler rooms.
- Assist painter in preparing surfaces for painting and undertake routine painting work.
- Repair broken chairs and similar items.
- Assisting in the Carpenters Workshop, including repainting garden stakes, stacking and dressing timber, assisting in erecting and moving furniture, repairing wooden cupboards, etc.
- Monitor clients when maintenance and installation work is being undertaken in areas where clients have access.
- Prepare and cook food.
- Undertake incidental driving duties related to the completion of trade and trades related tasks.

Note: The above is a reasonably comprehensive list of the range of duties, which might be encompassed. Personal ability, interest and training would impact on the range of duties, which might be asked of an individual.

4.4.3 Qualifications, Skills and Attributes

A trade is not required. Previous experience as a Handyman or working in the building industry or other trade related areas would be an advantage. Physical fitness is required and a knowledge of the safe operation of some specific equipment may need to be acquired. On-the-job training may enhance skills already possessed by Employees. Direction is provided by trade supervisory Employees.

A licence to drive a motor car may be required.

4.4.4 Indicative Previous Classifications

- General Assistant
- Cook, grade 1 (Unqualified)
- Gardener, Grade 1 (Unqualified)
- Fireman
- Agricultural Assistant

4.5 Tradesperson, Level 2 (TA 2)

4.5.1 Definition

Positions at this level work under general direction. This is the recruitment level for trade qualified Employees, including trade qualified Cooks and Gardeners. (1) This level includes work incidental to trade work. Work performed at this level includes the full range of trade work for which qualified; perform non-trade tasks incidental to his/her work; perform work which, while primarily involving the skills of the Employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task, such incidental or peripheral work would not require additional formal technical training; ensure availability of basic tools and equipment for their trade; supervise unqualified Employees and apprentices assisting in the trade work performed. Supervision of trade assistants and apprentices may be required at this level.

4.5.2 Typical Duties

Precise duties vary from trade to trade. Local job titles may continue to apply.

4.5.3 Qualifications, Skills and Attributes

A trade qualification is mandatory. Capacity to safely operate the necessary trade equipment is required. Employees are expected to be thoroughly competent in their trade. Supervision and training of unqualified and apprentice Employees may be required.

A licence to drive a motor car may be required.

4.5.4 Indicative Previous Classifications

- Carpenter
- Carpenter
- Leading Hand Painter
- Painter
- Leading Hand Plasterer
- Leading Hand Plumber
- Plumber
- Leading Hand Electrical Mechanic
- Electrical Mechanic
- Senior Cook, Grade 2A (trade qualified)
- Cook, Grade 2 (unqualified and subject to salary barrier)

- Gardener, Grades 2A and 3A (trade qualified)
- Gardener, Grades 2 and 3 (unqualified and subject to salary barrier)
- Motor Mechanic
- Bricklayer
- Hairdresser
- Engineer Mechanic, Grades 1 and 2

4.6 Tradesperson, Level 3 (Trade Co-ordinator, Grade 1) (TA 3)

4.6.1 Definition

This level works under general direction and is a clear supervisory level of trade qualified Employees, including Cooks and Gardeners (2) and includes mufti-disciplinary supervisory levels for other trades work. Positions supervise a range of trade qualified Employees and trade assistants and other Employees. At small facilities this level may be the most senior trade qualified Employee, while at large facilities there may be a number of positions at this level, each responsible for a discreet area of maintenance or for a number of trades Employees across a range of trades. Typically, at least four Employees would be supervised across a number of trades.

4.6.2 Typical Duties

- Undertake trade work for which qualified;
- Supervise a range of trade and other Employees (both Levels One and Two) to ensure the maintenance of buildings, equipment and fittings, gardens and grounds, catering services;
- Monitor maintenance expenditure;
- Schedule and cost work; ensure the quality of work performed by assigned trade and related Employees and by maintenance contractors;
- Assist in the recruitment and training of Employees;
- Assess the merit of work performed by contracts.

4.6.3 Qualifications, Skills and Attributes

A trade and sound supervisory' skills are both necessary. A trade qualification is mandatory. This could be any building, maintenance, cooking or gardening related trade. Ability to schedule and cost work, assess quotations and oversee the quality of work undertaken is required. Ability to monitor expenditure is required. Sound communication skills are required.

A licence to drive a motor car may be required.

4.6.4 Indicative Previous Classifications

This is a new role and approximates the current Building Maintenance Officer role. On implementation of the new structure, it is envisaged that a number of these primarily supervisory positions will be created, providing a career structure for some former Leading Hands and trades qualified Employees.

Current classifications included in this level are Engineer Mechanic Grade 3, Cook Grades 3 and 4, Gardener Grade 4, Garden Manager, Garden Foremen, Carpenter Foremen and Buildings Maintenance Officer.

4.7 Tradesperson, Level 4 (Trade Co-ordinator, Grade 2) (TA 4)

4.7.1 Definition

Working under limited direction, a position at this level is a manager of a maintenance function including a range of trade activities performed by trade, trade assistant Employees, and, often, Level Three supervisory positions.

4.7.2 Typical Duties

- Co-ordinate a significant workforce of trade qualified and other Employees to ensure the maintenance of buildings, fittings, plant and equipment including steam equipment;

- Oversee the recruitment and training of Employees;
- Develop rolling maintenance programs;
- Manage a maintenance budget;
- Determine the extent and priority of work to be performed subject to financial, local and practical constraints;
- Monitor contractors' work;
- Provide advice to the Employer on maintenance and installation issues.

At larger institutions, positions at this level co-ordinate the work of trade classifications at Levels One, Two and Three.

4.7.3 Qualifications, Skills and Attributes

A first class Ministry of Transport Certificate, membership of the Institute of Hospital Engineers, an appropriate equivalent, or a trade certificate issued by the Industrial Training Commission of Victoria or equivalent is required.

Sound proven coordinating and supervisory skills are required.

Ability to prepare reports and make recommendations.

Demonstrated ability to schedule and cost maintenance work; well developed communication skills.

At some locations a practical knowledge of steam generation is required.

A licence to drive a motor car may be required.

Some on-call responsibility may be required for emergency situations.

Some maintenance responsibilities external to the facility may apply.

4.7.4 Indicative Previous Classifications

Maintenance Engineer, Grade 2.

Existing Non-Trade qualified Cooks, Grade 2 and Gardeners, Grades 2 and 3, will be included in this level at the inception of the new structure subject to a salary barrier until such time as their trade qualifications or equivalent has been recognised.

Existing Non-trade qualified Cooks, Grades 3 and 4, and Gardeners, Grade 4, Garden Managers and Foremen, will be included in this level at the inception of the new structure subject to a salary barrier until such time as their trade qualifications or equivalent has been recognised.

SCHEDULE B: EMPLOYEE PRACTICE AND PERFORMANCE

1. Guiding Principles

(a) The intention of this Schedule is to ensure that practice and performance matters are dealt with expeditiously and that Employees are supported to meet the required level of performance.

(b) The Employer commits to providing assistance and training on the application of this Schedule to Employees who are required to manage Employee practice and performance matters.

(c) At any time during the management of an Employee's performance under this Schedule, the Employer may elect, where there is reasonable cause, to refer the matter to Schedule C (Discipline) in instances where it is apparent that either a formal investigation must take place and/or the matter relates to an Employee's conduct rather than performance.

2. The purpose of this schedule is:

(a) to address matters that directly relate to an Employee's practice and performance;

(b) to ensure the process is supportive;

(c) to support Employees to learn and improve their practice and performance to the required standard/s;

(d) to ensure that practice and performance issues are addressed expeditiously;

(e) to provide a fair and transparent framework for corrective action to be taken where an Employee continues to perform below the Employer's expected standard/s;

(f) to ensure that matters are not disciplinary or punitive in nature, except where Part A applies.

3. Scope

This Schedule applies to all Employees, except:

(a) casuals with 12 months service or less; or

(b) Employees undergoing a probationary period of employment.

4. Definitions

Performance mean the manner in which the Employee fulfils his or her job against the requirements of the role.

5. The Employee's right to seek advice

At any stage of this Schedule, the Employee has the right to seek advice from a support person or HACSU. The Employer must advise the Employee of this right before any formal discussion with respect to the practice and/or performance issue takes place under this Schedule.

6. Informal Performance Conversation

Prior to commencing a formal practice and performance process the Employer should have attempted to address the matter informally.

PART A: EMPLOYEE PRACTICE AND PERFORMANCE (NON-DISCIPLINARY)

7. STAGE 1 : Steps taken when a practice and/or performance matter is identified

a) After a performance issue has been referred to/identified by the Employer and where an informal attempt to resolve the issue has been unsuccessful, the manager/supervisor must advise the Employee of the performance issues and confirm the commencement of the formal counselling stage.

b) The manager/supervisor will discuss and identify performance and/or practice issues with the Employee and provide the Employee with an opportunity to respond which will be taken into consideration by the manager/supervisor.

c) The manager/supervisor in consultation with the Employee will identify ways the Employee can improve their practice and performance. The manager/supervisor will set out expectations and bring to the Employee's attention any relevant policies and procedures which will assist the Employee with improving their practice and performance.

d) Confirmation that the above steps have taken place will be communicated between the Employee and manager/supervisor and documented in a performance improvement plan.

e) The manager/supervisor will follow-up with the Employee within four weeks or earlier after steps (b) and (c) above to ensure the Employee understands their role and duties and the Employer's policies and procedures.

f) While the steps of stage 1 are being completed it is intended that all work will continue as normal except where the performance or practice issue identified represents a potential safety risk to either clients, Employees or the community.

8. STAGE 2: Repeated practice and/or performance matters identified

a) Where the Employee's performance has not improved or if the Employee engaged in continued or repeated unsatisfactory performance in their role, the following steps will apply:

b) The manager/supervisor will initiate a meeting with the Employee to discuss the Employee's performance and/or practice issues with reference to their performance improvement plan. At that meeting, the manager/supervisor will identify the areas in which the Employee is still not performing at the required level. The manager/supervisor will provide the Employee with an opportunity to respond which will be taken into consideration by the manager/supervisor.

c) At that meeting, the manager/supervisor will identify areas in which the Employee needs additional training and support and, where appropriate, will facilitate that training and support.

d) The manager/supervisor will identify the training and/or support the Employee requires within a reasonable timeframe. In circumstances where the manager/supervisor views training as appropriate and training is not available within a reasonable timeframe, the manager/supervisor will arrange for the appropriate support to be put in place until training becomes available. This support can include mentoring, shadow shifts and any other supportive processes.

e) On completion of the training and/or support, the manager/supervisor will meet with the Employee within a reasonable timeframe to discuss the support and/ or training they received, enable the Employee to reflect on their practice and performance and receive feedback and to assist the Employee with the correct and appropriate implementation of policies and procedures.

f) The manager/supervisor will advise the Employee that if their practice and performance issues do not improve, or there are continued practice and performance issues of a similar nature, Part B of this Schedule may apply.

g) Confirmation that the above steps have taken place will be documented and communicated between the Employee and manager/supervisor.

h) While the steps in stage 2 are being completed, the Employee's work arrangements should continue as normal, except where the practice and performance issue identified represents a potential safety risk to either clients, Employees or the community.

i) After a reasonable period of time following the completion of the steps in (a)-(g) above, the manager/supervisor will assess whether the Employee has improved to the required standard. If the manager/supervisor decides that the Employee's performance **has improved** to the required standard, the manager/supervisor will notify the Employee that the formal performance management process has completed. However, if there are repeated practice and performance issues that arise within 12 months, the Employee may be referred to Part B of this Schedule.

j) After a reasonable period of time following the completion of the steps in (a)-() above, the manager/supervisor will assess whether the Employee has improved to

the required standard. If the manager/supervisor decides that the Employee's performance **has not improved** to the required standard, the Employee may be referred to Part B of this Schedule.

PART B: EMPLOYEE PRACTICE AND PERFORMANCE (DISCIPLINARY)

9. Where the Employee's practice and performance issue has not improved after the process set out in stage 2 and there is repeated practice and performance issues, the following steps will apply:

(a) the manager/supervisor will initiate a meeting with the Employee to discuss the Employee's performance and/or practice issues. At that meeting, the manager/supervisor will identify the areas in which the Employee is not performing to the required level.

(b) The manager/supervisor will provide the Employee with an opportunity to respond.

(c) The manager/supervisor will consider the Employee's response before deciding whether to give the Employee a disciplinary outcome.

(d) After considering the matter and the Employee's response, the manager/supervisor may do any of the following:

i. Give the Employee a formal written warning; or

ii. Give the Employee a final written warning; or

iii. Transfer the Employee to a lower classification; or

iv. Terminate the Employee's employment (where a written warning has already been provided).

10. Dispute Settling Procedure

In the event a dispute arises with regard to this Schedule the Dispute Settlement Procedure in this Agreement applies (other than for termination of employment).

SCHEDULE C: DISCIPLINE

1. GUIDING PRINCIPLES

(a) The intention of this Schedule is to ensure that disciplinary matters are dealt with expeditiously and that matters are placed in the correct disciplinary process, in the first instance, according to the definitions outlined below.

(b) The Employer commits to providing assistance and training on the application of this Schedule to Employees who are required to manage Employee disciplinary matters.

(c) The onus of proving the allegation/s is on the Employer and the prima facie position is that the Employee is innocent. For an allegation/s to be proven, the decision-maker must be satisfied on the balance of probabilities in accordance with the principles set out in *Briginshaw*, that the misconduct/serious misconduct took place.

2. The purpose of this Schedule is:

(a) to address matters that directly relate to an Employee's alleged misconduct or serious misconduct;
(b) to ensure that the disciplinary process is implemented expeditiously;
(c) to ensure disciplinary investigations are fair and unbiased, including proper regard to procedural fairness and natural justice.

3. Application

(a) Where an Employer has concerns about:

(i) the conduct of an Employee, or

(ii) a performance issue that may constitute misconduct, the following procedure will apply.

(b) There are two steps in a disciplinary process under this clause as follows:

(i) Investigative procedure, and

(ii) Disciplinary procedure.

(c) An Employee shall be provided a reasonable opportunity to be represented at any time with respect to all matters set out in this clause.

4. Scope

This Schedule applies to all Employees, except:

(a) casuals with 12 months service or less; or

(b) Employees undergoing a probationary period of employment.

5. **Definitions**

(a) **Performance** means the manner in which the Employee fulfils his or her job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.

(b) **Conduct** means the manner in which the Employee behaviour impacts on their work.

(c) **Misconduct** means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct expected by the Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer, the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.

(d) **Serious misconduct** is as defined under the Fair Work Act and that is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:

(i) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;

(ii) conduct that causes serious and imminent risk to:

(1) the health or safety of a person; or

(2) the reputation, viability or profitability of the Employer's business.

(e) Conduct that is serious misconduct includes each of the following:

(i) the Employee, in the course of the Employee's employment, engaging in:

(A) theft; or

(B) fraud; or

(C) assault;

(ii) the Employee being intoxicated at work;

(iii) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

6. **Investigative procedure**

The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding conduct or performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness and natural justice.

The Employer will:

(a) Advise the Employee of the concerns and allegations in writing;

(b) Provide the Employee with any material which forms the basis of the concerns (subject to any confidentiality requirements);

(c) Ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;

(d) Collect any material relevant to testing the allegations;

(e) Ascertain and collate any evidence that is in support of the allegation(s) being substantiated and any evidence that is against the allegation(s) being substantiated;

(f) Make a finding as to whether each allegation(s) is substantiated or unsubstantiated on the balance of probabilities and with consideration of the principles in *Briginshaw*;

(g) Ensure that the reason for any interview is explained;

(h) Advise the Employee that they can bring a support person or Union Representative to any meeting that may occur; and

(i) Take reasonable steps to investigate the Employee's response.

7. **Disciplinary procedure**

The disciplinary procedure applies if, following the investigation, the Employer reasonably considers that the Employee's conduct or performance may warrant disciplinary steps being taken.

(a) The Employer will:

(i) Notify the Employee in writing of the outcome of the investigation process, including the basis of any conclusion (including the provision of the investigation report subject to any confidentiality requirements); and

(ii) Meet with the Employee and give the Employee the opportunity to bring their support person or Union Representative

(iii) Give the Employee an opportunity to respond to the outcome of the investigation process

(iv) In considering whether to take disciplinary action, the Employer will consider:

(A) whether there is a valid reason related to the conduct or performance of the Employee arising from the investigation justifying disciplinary action;

(B) whether the Employee knew or ought to have known that the conduct or performance was below acceptable standards; and

(C) any explanation by the Employee relating to conduct including any matters raised in mitigation.

8. **Possible outcomes**

(a) Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct or performance:

(i) counsel the Employee, with the counselling recorded on the Employee's personnel file;

(ii) give the Employee a first warning, which will be verbal and a record of the warning recorded on the Employee's personnel file;

(iii) give the Employee a second written warning in the event that the Employee has previously been given a first warning for a similar course of conduct (this will usually be not more than 12 months after a previous warning for similar conduct);

(iv) give the Employee a final written warning in the event that the Employee has previously been given a second written warning for a similar course of conduct (this will usually be not more than 18 months after a previous warning for similar conduct);

(v) Reassignment from one area of employment to another;

(vi) Transfer to a lower level classification;

(vii) Terminate the Employee's employment on notice in the case of an Employee who repeats a course of conduct for which a final warning was given in the preceding 18 months; or

(viii) Terminate the Employee's employment without notice where the conduct is serious misconduct within the meaning of the Act that is wilful and deliberate.

(ix) As an alternative to (viii) above and in the circumstances described at (vi), the Employer may issue the Employee with a final warning without following the steps in (i) to (iv) above.

(b) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.

(c) If after any warning, a period of 12 or 18 months elapses (as relevant) without any further warning being required the Employer may not be able to rely upon the previous warnings.

(d) A dispute over this Schedule at any stage is to be dealt with in accordance with the Dispute Settling procedure of this Agreement (other than termination of employment which would need to be pursed through an unfair dismissal or other relevant legislative mechanism)

9. Suspension with pay

Where it is clearly inappropriate for the Employee to work, or continue to work, at an alternative location carrying out reasonable alternative duties, the Employer may suspend the Employee. Any suspension must be paid.

10. Criminal matters

Where a matter under police investigation is the subject of an allegation/s under this Schedule, the Employee retains the right to silence in relation to any such allegation/s throughout the disciplinary process. Notwithstanding the fact there is a police investigation

and the Employee has the right to silence, the Employer may continue to investigate the allegations relating to the Employee.

11. Policy and Procedure Manuals

The Employer will consult HACSU with respect to all policy and procedure documentation to support this Schedule within three months of this Agreement coming into effect.

12. Transitional arrangements

If at the time this agreement comes into operation there are disciplinary matters that commenced prior to 30 June 2018 those disciplinary matters will continue to be managed under **Schedule C** until completion.

SCHEDULE D REHABILITATION AND RETURN TO WORK

1. PURPOSE

1.1 The Employer will maintain a Risk Management and Occupational Rehabilitation Program providing for rehabilitation/return to work. This Agreement supplements the Risk Management and Occupational Rehabilitation Program by providing additional detail regarding the practices that the Employer will adopt in meeting its occupational rehabilitation requirements.

1.2 This Agreement is to be read in conjunction with the Employer Risk Management and Occupational Rehabilitation Program displayed in all workplaces.

2. OBJECTIVES

The parties signing this Agreement accept and endorse the rehabilitation objectives of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), which include:

- to reduce the incidence of accidents and diseases in the workplace;
- to make provision for the effective occupational rehabilitation of injured Employees and their early return to work; and
- to increase the provision of suitable employment to Employees who are injured to enable their early return to work.

3. STATEMENT OF COMMITMENT

The Employer will maintain a commitment to the rehabilitation and return to work of injured Employees as an ongoing priority.

3.2 Fundamental to the success of the program is a commitment to consultation. This is best achieved through the involvement of all parties.

3.3 This joint HACSU Employer Agreement provides rehabilitation/return to work programs, which are managed fairly, equitably and are beneficial to both the injured Employee and the Employer.

3.4 In order to enhance the success of the Risk Management and Occupational Rehabilitation Program, the Employer will ensure that the following occurs:

- appropriate, ongoing training for all managers and return to work coordinators to maximise rehabilitation/return to work outcomes; and
- the provision of information to Employees regarding their rights and obligations and processes they may be subject to as a part of the WorkCover system (see **Clause 11: WorkCover - Helping You Through the System** and **Clause 12: WorkCover - Your Rights and Obligations of this Schedule**).

3.5 The commitment to consultation will occur at all stages of the rehabilitation process.

4. WORKPLACE INJURY AND DISEASE REPORTS

4.1 The Employer shall ensure that it has an easily accessible process for Employees to report all instances of disease, injury, near misses and accidents that relate to the Employee. The Employer shall ensure that training is provided to managers, supervisors and Employees in the use of this reporting process.

4.2 The early reporting of potential and/or actual occurrences regardless of whether an injury has been sustained, is a requirement of the Risk Management and Occupational Rehabilitation Program.

4.3 Supervisors will ensure that every incident resulting or potentially resulting in workplace injury or disease will be recorded on the correct form as soon as practicable.

4.4 Supervisors will investigate all workplace injury and disease reports (howsoever named) in consultation with workplace health and safety representatives (HSR) and in consultation with the HSR will ensure that appropriate action is undertaken and documented including implementation of control measures.

4.5 Workplace injury or disease reports, which may need early intervention to prevent or minimise time loss will be referred immediately to the return to work coordinator.

5. CONFIDENTIALITY

5.1 All information obtained by the Employer's operational WorkCover personnel in relation to an injured Employee is confidential, and care must be exercised in the use of such information.

5.2 The return to work coordinator will ensure that the trust relationship developed between him/herself and the injured Employee is not compromised. Confidential information obtained in the rehabilitation process will not be provided to claims administration/management Employees.

5.3 The *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) requires the Employer to plan an Employee's return to work. This includes obtaining relevant information about the Employee's capacity to return to work. The Employer may consult with, and obtain relevant information from, the Employee's treating health practitioner to ensure that return to work opportunities are maximised.

5.4 The Employer will ensure that confidential information pertaining to an injured Employee is secure at all times.

6. ACCIDENT COMPENSATION

6.1 Early intervention is the key to maintaining an injured Employee at work or returning them to suitable duties at the earliest possible time. In order to achieve this outcome, rehabilitation will commence within 2 working days of a claim being lodged, regardless of whether or not liability has been determined.

6.2 The claims administrator will ensure that the injured Employee is advised of options available with respect to salary continuity, that is, sick leave and recreation leave, and that he/she is kept informed of the progress of his/her claim. In the case where the injured Employee does not have access to leave credits, the claims administrator will refer the injured Employee to the Centrelink.

6.3 The Employer will ensure that once WorkCover liability has been accepted, the injured Employee will continue to be paid on the same day and in the same way as normal. Leave credits will be recredited and the Employee will be advised.

6.4 The Employer shall ensure that an injured Employee is formally advised in advance of any changes to their level of pay.

7. REHABILITATION

7.1 Return to work coordinators will ensure that contact with an injured Employee occurs within 2 working days of being notified of the workplace injury or disease report or claim.

7.2 Where time lost has exceeded 10 days, return to work coordinators will ensure that the rehabilitation needs of the injured Employee are assessed and a Return to Work Plan is completed within a further 2 working days. In order to assess an injured Employee's rehabilitation needs contact with the treating medical or paramedical practitioner and line supervisor is essential. In developing the goals and actions of the Return to Work Plan, it is important that the injured Employee is involved. The union will also be involved where the injured Employee requests their involvement. Return to Work Plans and subsequent progress plans must be in writing.

7.3 The nature of the WorkCover system means that there are times when the claims management function conflicts with the rehabilitation function. To maintain the integrity of the rehabilitation process, the claims manager will be different to the return to work coordinator wherever possible, which shall be notified to the signatories of the Agreement. Further, the return to work coordinator should not be involved in formal conciliation meetings where an entitlement to compensation is being disputed.

The Employer shall take steps to ensure that the injured Employee's position is not compromised.

7.4 There are times when a conflict of interest (different to that specified above) and/or a personality clash may be considered to exist. Where such situations arise, arrangements will be made to ensure a change of return to work coordinator occurs.

7.5 To ensure the best possible outcome for the injured Employee, rehabilitation must remain proactive. The return to work coordinator will ensure regular communication with the injured Employee and where requested the union, line supervisor and treating medical and paramedical practitioners.

8. RETURN TO WORK

8.1.1 Injured Employees will have their return to work needs individually assessed and a Return to Work Plan developed. The Return to Work Plan will be negotiated between the Employee, the supervisor, the treating practitioner and the unions where the injured Employee requests their involvement. It will take into account the options available and any restrictions specified by the treating practitioner.

8.1.2 The Employer will ensure that an Employee with a work related injury is offered the most suitable ongoing position as soon as practicable.

8.1.3 The Employer will assist all injured Employees to return to work regardless of whether the injury is work related, with retraining available for Employees covered by the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

8.2 The Return to Work Plan will take into account the definition of suitable employment as contained in s3 of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) and the following:

- the need to build on the existing skills and abilities of the injured Employee;
- the restrictions as supplied by the treating health practitioner signing the certificate;
- the tasks undertaken in the substantive position;
- the risk of further injury to the Employee; and
- the constraints of the Employer and the workplace.

8.3 Once a set of duties has been agreed to, the Agreement will be documented and will include the following:

- the name of the injured Employee;
- a specific list of the duties to be performed;
- any recommendations of the injured Employee's treating health practitioners;
- the number of hours to be worked each day and if necessary, the days to be worked;
- the name of the workplace supervisor; and
- a start date, review date and end date.

The Return to Work Plan will be signed by the parties involved. A copy of the Return to Work Plan will be provided to the injured Employee, line supervisor and other parties involved in the return to work negotiation. Changes to the Return to Work Plan will not be made unless the Employee and treating health practitioner have been consulted.

8.4 Priority placement for the return to work of injured Employees is as follows:

- previous position (can be additional to staffing requirements);
- previous position, modified duties;
- similar position, within the same or similar workplace;
- similar position, modified duties within the same or similar workplace;
- alternate duties position in any workplace managed by the Employer;
- alternate duties position, modified duties in any workplace managed by the Employer;
- alternate duties in any workplace managed by the Employer (upon agreement of the Employee) and if the Employee is covered by the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (as amended);
- retraining and /or alternate duties position within any workplace managed by the Employer; and

- retraining and /or alternate duties position, modified duties within any workplace managed by the Employer the department;

8.5 A Return to Work Plan for shift workers returning to roster will take into account the factors listed in **clause 8.3 of this Schedule** and the following:

- the capacity to perform the duties required on the shift;
- the level of risk that the client group presents;
- the availability of a suitable duties/position; and
- a clearance from the treating health practitioner to return to rostered duties.

It is recognised that in some instances, an injured Employee may not be able to return to their shift roster as a result of the above. However, through a proactive rehabilitation/return to work program the chances of returning the injured Employee to their substantive duties will be maximised.

8.6 All return to work programs will be regularly monitored, reviewed and progressed. It is important that the line supervisor objectively assess the capacity of the Employee on a return to work program and provide positive and constructive feedback. Where a return to work program is not succeeding, discussions regarding appropriate alternatives must be held between the return to work coordinator, treating health practitioner and injured Employee.

8.7 The Employer will ensure that consultation with Union is maintained and that the Union is advised of return to work programs in relation to injured Employees who are members, where:

- the employment conditions or occupation of the injured Employees is altered; and
- the working conditions or duties of other Employees are affected.

8.8 Where workplace modifications are recommended, they will be completed before the injured Employee commences that particular task. Workplace modifications refer to any new items of furniture or equipment required to reduce the risk of further injury or aggravation of the existing injury, and/or changes to work processes and routines.

8.9 In the event that medical advice indicates an eventual resumption of pre-injury duties is impossible or unlikely, the Employer will ensure that the following occurs:

- an assessment of the Employee's aptitude and capacity for other types of work with any reasonable retraining undertaken. Reasonable retraining is determined according to the capacity of the retraining to maximise the injured Employee's employment possibilities, in accordance with Victorian WorkCover Authority guidelines; and
- communication occurs with the injured Employee's substantive position supervisor and the relevant personnel and that any necessary action is taken including vocational assessment and return to work placement to link the injured Employee into systems that enhance the chance of obtaining an alternate position within the operations of the Employer; and
- that demonstrated attempts are made to identify suitable vacant positions within the operations of the Employer. .

8.11 No Employee shall have their employment terminated for the reason that they have lodged a claim for compensation, are receiving WorkCover payments or are temporarily absent from work because of illness or injury.

8.12 Where an Employee cannot be returned to work in their pre-injury position, every effort shall be made to locate comparable suitable duties for the Employee.

9. ROLES

9.1 The Employer

The Employer is responsible for:

- ensuring local policies, guidelines and procedures are developed and implemented, consistent with this Agreement and in consultation with the Union;

- ensuring that suitable Employees are appointed/nominated as return to work coordinators;
- ensuring that elements of the claims management function which may conflict with effective rehabilitation are kept separate. To achieve this, the claims manager shall be a different person to the return to work coordinator wherever possible. The Employer will take steps to ensure that the injured Employee's position is not compromised;
- ensuring that return to work coordinators, line supervisors and other Employees as appropriate, are trained and aware of the responsibilities associated with their roles;
- promoting a working environment which accepts and supports the return to work of injured Employees;
- ensuring occupational rehabilitation providers are selected according to the Victorian WorkCover Authority guidelines;
- ensuring that Employees suffering occupational injury or disease who cannot return to their original position are assisted to obtain another suitable position, commensurate with their skills and abilities;
- monitoring the performance of the supervisor, return to work coordinator and the occupational rehabilitation provider;
- ensuring that return to work coordinators provide relevant information to HSRs, the Union where appropriate and any relevant committees;
- ensuring speedy resolution of health and safety issues that impede a return to work placement; and
- ensuring proper consultative arrangements are established by way of agreement with the Union.

9.2 Return to work coordinators

The return to work coordinator's role is one requiring sensitivity throughout the rehabilitation and return to work process. As their role involves access to confidential information it is vital that such information is maintained to ensure the integrity of the rehabilitation process and an outcome, which is satisfactory to all parties.

The return to work coordinator is responsible for:

- establishing and maintaining contact with the injured Employee who is off work to encourage them to visit the workplace and actively participate in the development of the rehabilitation program;
- ensuring that rehabilitation and Return to Work Plans are developed in consultation with the injured Employee, treating health practitioners, supervisor and a union representative in the case where the injured Employee gives their consent, and that these plans are formally documented and provided to all parties;
- ensuring consultation with a union representative where the Return to Work Plans may impact on other Employees who are members of the union occurs;
- ensuring that communication regarding rehabilitation and return to work is maintained between all parties;
- coordinating appropriate personnel and ensuring that they are involved in developing manageable return to work programs;
- in conjunction with appropriate personnel, monitoring and reviewing the return to work program;
- ensuring that the work group is briefed on any return to work plan;
- assisting in the selection and monitoring of occupational rehabilitation providers;
- liaising, where relevant, with other bodies such as occupational health and safety committee/s, and the Union on rehabilitation matters; and
- assessing the value of rehabilitation involvement and cease active rehabilitation involvement where no progress is made. In ceasing active rehabilitation, the return to

work coordinator must ensure that appropriate contacts within and external to the Employer are established. Rehabilitation can be activated as appropriate.

9.3 Injured Employee

The injured Employee is responsible for:

- completing a workplace injury or disease form and notifying the relevant line supervisor of any injury or illness at the earliest possible time;
- making an informed decision whether to accept or decline rehabilitation and any return to work offers;
- choosing treating health practitioners;
- where on partial hours and where possible, attending medical and other WorkCover appointments in non-work time to avoid disruption to the rehabilitation/return to work program;
- contributing to the development of the individual Return to Work Plan;
- actively participating in rehabilitation by attending appointments and by actively working towards the goals set out in the Return to Work Plan;
- notifying the relevant line supervisor and return to work coordinator of any difficulties with a Return to Work Plan. The injured Employee has a legal right to immediately seek advice from their treating health professional/medical practitioner and union as appropriate;
- observing medical restrictions at all times in the workplace;
- submitting medical certificates on time to ensure continuity of payments; and
- submitting all accounts for payment (eg. doctors bills, other treating health practitioners bills, medication purchases etc.) to the WorkCover officer to ensure prompt payment.

9.4 Unions

HACSU has a valid involvement in the rehabilitation of its members. The union is responsible for:

- ensuring that the rights of their members are protected in the rehabilitation/return to work process, and that the program is in the best interests of the member;
- assisting in the return to work of the member to suitable work at the earliest possible time consistent with medical judgement;
- assisting in overcoming any work related obstacles to the member's return to suitable work; and
- assisting in educating its members in the workforce of the objectives of occupational rehabilitation, and responsibilities of each of the relevant parties.

10. RESPONSIBILITY FOR IMPLEMENTATION

10.1 The responsibility for implementation of the policy rests with the Employer at the appropriate local level.

SCHEDULE E COLANDA CLOSURE AGREEMENT

Schedule E – Colanda Closure Agreement

1. Background

1.1. The State Government announced the closure of Colanda Residential Services (Colac) in the 2016-17 Victorian State Budget. This decision requires the relocation of residents to appropriate specialist group homes located in the community.

1.2. The Colanda Closure agreement (Agreement) sets out processes, arrangements and entitlements of staff who are impacted by the Victorian Government decision to close Colanda Residential Services in Colac.

1.3. The benefits and arrangements herein are in addition to the related entitlements contained in the Disability Services Enterprise Agreement [DSEA], notwithstanding, where the DSEA provides for a greater entitlement the DSEA will apply.

1.4. The parties shall determine what elements of the Agreement may need to be included into a replacement to the current DSEA when an agreement is reached.

2. Scope and Purpose

2.1. The Agreement applies to all Employees employed at Colanda Centre as of 27 April 2016 [the State Budget announcement date], excluding those Employees that have terminated their employment after 27 April 2016. The parties shall establish an agreed Schedule of Impacted Employees who are covered by the terms of the Agreement.

2.2. To facilitate the major workplace and service change and to enable Employees to plan their own families' futures; The Agreement comprehensively describes;:

a) Arrangements that facilitate a cooperative approach to consultation and communication about replacements service development and closure processes;

b) Staff support, counselling and training/re-training;

c) Service planning steps and expected milestones of the Colanda closure and the development of replacement services;

d) Staff preference identification, redeployment processes and entitlements;

e) Staffing and rostering principles for replacement services and quality maintenance during closure;

f) Service continuity, relocation assistance and redundancy payments.

g) Future staff redeployment, and redundancy entitlements, and

h) Grievance and disputes settlement.

3. Definitions

3.1. Impacted Employee: Means all Employees employed at Colanda, including those employed on time limited/casual contracts, as of 27 April 2016

3.2. DSEA: The HACSU Department of Human Services Disability Services Enterprise Agreement 2012-2016 or its successor.

3.3. The department: The Department of Health and Human Services

4. Collaboration and Consultation

4.1. Full and open communication and consultation with HACSU and Employees shall be maintained at all times

4.2. Timely consultation is to occur about proposed actions to be taken to implement services and programs arising from the Colanda closure and the development of replacement services. No action will be taken to implement services and programs arising out of the closure/service redevelopment without timely and full consultation.

4.3. Details of accommodation planning, locations, programs or proposed programs arising from the closure shall be provided to all parties contemporaneously with their development.

4.4. The department will provide agreed regular on-site group information sessions about the closure and the development of replacement services

4.5. A Colanda Closure Working Party (CCWP) shall be established, and its role will be to:

a) Monitor the operation of the agreement to ensure its application is in accordance with the commitments entered into by the parties

b) Undertake ongoing consultation and information sharing

c) Collaborate and problem solve issues as they arise in the interest of residents and staff

d) Oversee the disputes settlement process and refer unresolved matters to central areas of the department and HACSU

e) Oversee the development and implementation of a workforce plan.

4.6. The CCWP will consist of up to four management and four HACSU representatives (or other agreed number) and be chaired by a person agreed between the parties.

4.7. The CCWP shall be convened at least monthly and may be convened as required and consider matters referred to it by any party (for example, where special or extraordinary circumstances exist which are not provided for within the agreement or principles set).

4.8. The CCWP will replace the current consultative committee that was previously established as the mechanism for consultation with regard to the Colanda closure.

4.9. Day to day consultation is expected to continue to be conducted on a collaborative basis between management, staff and local HACSU representatives.

4.10. HACSU representatives and Employees will be granted reasonable time-release and travel time, where applicable, to facilitate their full and proper involvement in the ongoing consultative arrangements and participation in the planning and implementation processes for residents and staff.

5. Time release for Delegate

5.1. In order to facilitate the process of information gathering, communication and local consultation processes, the department will provide time release of a local HACSU delegate to undertake duties to progress the Colanda Closure.

5.2. It is anticipated that these duties will include, but are not limited to:

a) Workforce information gathering about preferences in relation to

i. location for redeployment

ii. separation packages

iii. retirement

iv. training needs

b) Dissemination of vacancies and to the workforce Communication to the workforce of progression/developments relating to closure

c) Providing information gathered, identifying and raising concerns of Colanda staff to Management/ Project Officers

d) Support the Project Officers with the development of communication strategies and L&OD plans

e) Assist with the engagement of staff in relation to all matters relating to closure as they arise

f) Participate in roster review processes including the development of rosters

g) Coordinate with management and attend staff meetings, meet with staff individually and visit units regularly to identify issues, share information, monitor wellness

h) Monitor implementation of the Agreement once finalised.

5.3. The term of the time release is proposed to be an initial 4 months with a review at the conclusion of the period to assess whether there is a need for the time to be extended.

5.4. Whilst the delegate is time released, the delegate will be paid as if they remained on duty as normal.

6. Staff Support

6.1. The department will fund and organise the provision of counselling and support to staff in the areas of:

a) counselling and support services

b) vocational and career planning/ retraining for those that may be subject to redeployment

c) preparation of job applications

d) interview coaching

e) time release to attend job interviews and workplace inspections and

f) financial planning reimbursement – department will reimburse Impacted Employees the professional costs of obtaining advice from a Financial Advisor to provide advice in relation to any benefits set out in this agreement, up to a maximum of **$1000.** This reimbursement will be available to all Impacted Employees from the date of the Agreement and up to six months after their relocation date, or the date they cease employment with the department; or up to two years for Employees who access the housing components of the relocation assistance package.

6.2. The procurement and delivery of counselling and support for staff shall be subject to consultation and managed through the CCWP consistent with the overall closure/redevelopment plan.

6.3. Notwithstanding the above, Employees may engage directly with these services without going through the CCWP should they prefer.

6.4. The department will fund the reasonable costs of external vocational training and retraining for staff that require such training and where the need has been identified from their participation in the career and vocational planning process or identified as a consequence of potential redeployment/employment opportunities.

6.5. Access to training/retraining funding will be on the basis of enabling and enhancing the change process, redeployment and career change (internal and external). Accordingly funding for training will not be restricted to the Employee's current vocation or program area of work, but will be considered on a case by case basis. The department will establish an agreed funding access process in consultation with the CCWP, which will monitor the application and approval process.

6.6. An Employee who is aggrieved by a decision to deny funding for identified training shall be entitled to seek review via the Grievance and Disputes Settlement process contained in the DSEA.

7. Continuity of Resident Support and planning

7.1. To enhance continuity of support and care, the department will endeavour to ensure that Employees who are matched to redeploy with a particular group of residents are aligned to work with those residents prior to the move.

8. Service planning steps and expected milestones of the Colanda closure

8.1. The department (in consultation through the CCWP) will develop and implement a comprehensive plan for Colanda Closure/Service Redevelopment [the plan]. The plan will detail:

a) key planning steps, milestones and timelines;

b) consultation with Residents, Families, Advocates and Guardians;

c) the process to identify individual resident's needs, preferences and community living options;

d) the identity and mix of residents to live together;

e) The skill mix of staff required to support groups of residents;

f) The location of the community group homes for particular resident groups;

g) collaborative group home design planning;

h) The unit configurations over time of remaining Colanda services that provides for quality support and remains consistent with legislation and the principles home like environment;

i) workforce planning consistent with this agreement covering:

i. Continuity staffing requirements, support, training/retraining, preference and selection process for those to relocate with residents, redeployment and placement, travel and relocation, redundancy.

ii. Management of vacancies as they occur to maintain quality service delivery.

9. Transfer of staff to community group homes and Redeployment -Enhancing Redeployment and workforce management.

9.1. There is limited opportunity for the redeployment of Colanda staff, particularly given the geographic location and the high number of full time jobs compared to what is expected to be the case with replacement group homes.

9.2. In addition Support Staff (FSO, Trades and Administrative) will have no or few opportunities arising from the replacement services.

9.3. To enhance staff redeployment the parties will agree upon a workforce management plan, that will be enacted as a priority; the plan will have a more enhanced and flexible approach than that provided within the existing EBA. The plan will be developed with HACSU representatives involved at the design stage and throughout implementation.

9.4. The Plan will incorporate all agreed matters and processes arising from these negotiations.

10. Redeployment Declaration

10.1. Colanda is the last congregate care facility in Victoria. The State Government announced the closure of Colanda in the 2016-17 Victorian State Budget. This decision requires the

relocation of residents to appropriate specialist group homes located in the community. As a result the parties agree that:

10.2. All ongoing Impacted Employees have been declared to be subject to redeployment effective immediately; meaning that all staff may immediately access and be matched to any available positions at level as they become available both at Colanda, within Disability Accommodation Services and wider redeployment options available under this agreement.

11. Identification of preferences

11.1. The workforce planning process will ensure that all Impacted Employees are facilitated to specify their skills, experience, qualifications and at least three preferences for future employment to community group homes or wider redeployment options available under this agreement. This may be undertaken via the individual access to vocational counselling support or by another agreed method.

11.2. Redeployment preferences, and positions identified as suitable placement options for Employees will consist of all available positions at the same substantive level in the majority of instances, or a lower classification level in exceptional circumstances, in their identified preferred geographic area / service.

11.3. A preference to be redeployed to a particular area or location is not considered as an application for a position.

11.4. Where redeployed to a lower classification level occurs, ongoing salary maintenance shall apply in accordance with the DSEA. No Impacted Employee shall be entitled to be redeployed in a position by way of promotion.

11.5. Any Impacted Employee will be entitled to counselling and assistance for any issue arising out of the service redevelopment.

11.6. All Employees will be informed at the earliest possible opportunity of any developments affecting the future services arising from the service closure and development of replacement services and are entitled to as much relevant information as is required to enable them to make informed choices about preferences for alternative work locations.

12. Redeployment within the department and VPS

12.1. The department will make every endeavour to redeploy Impacted Employees to positions in accordance with Impacted Employee's preferences expressed under the provisions of the Agreement, and in accordance with the Public Sector Industrial Relations Policies 2015. An Impacted Employee shall not be entitled to decline redeployment to a position which accords with one of his or her three preferences unless exceptional circumstances exist.

12.2. An Impacted Employee placed in a position which accords with one of his or her three preferences will be confirmed in that position as soon as possible.

12.3. The department will seek approval for redeployment opportunities to be made available across the broader VPS.

13. Management of future redeployment

13.1. The management of redeployment as a result of the implementation of service closure shall be the responsibility of the divisional Workplace Relations Manager.

13.2. In coordinating the redeployment of Employees, the Employer will ensure observation of the arrangements and processes outlined below. In applying these arrangements regard shall be given to the staffing need of replacement services and the ongoing need to maintain quality service delivery within Colanda.

14. Employee Redeployment Entitlements

14.1. All redeployment and related provisions outlined in the DSEA and in particular those described in **clause 40** shall apply, where applicable, to all ongoing Employees redeployed or relocated as a consequence of the closure of Colanda.

14.2. Ongoing Impacted Employees shall be deemed to be surplus for the purposes of applying the provisions of the DSEA.

15. Opportunities for Workplace Visits and Secondment and Temporary Redeployment

15.1. Impacted Employees who are pursuing internal redeployment will be provided through the vocational planning process with opportunities to identify internal redeployment preferences and to undertake workplace visits in paid time to departmental/VPS services to become familiar with alternative service provision, work environments and arrangement.

15.2. Applications of Leave without Pay for up to four weeks to explore external employment opportunities will be granted unless exceptional circumstances apply, and will be monitored by the CCWP. This can be extended beyond the four weeks by agreement.

15.3. Where preferences and potential redeployment opportunities are identified, Impacted Employees will be provided with opportunities to undertake work placement and secondment where replacement opportunities arise through planned leave, leave without pay or projects to provide experience to support permanent redeployment.

16. Priority Access to Vacant Positions

16.1. In accordance with **clause 40** of the DSEA-2016, staff will be advised of suitable ongoing vacancies both in and surrounding the Colac area, primarily in Barwon (BA), Central Highlands (CHA) and Wimmera South West (WSWA) Areas.

16.2. These vacancies will be advised through the notice boards in Colanda, team meetings, emails. In the interim, these vacancies will also be provided to HACSU to allow for distribution of this information to HACSU delegates working at Colanda.

16.3. Vacancies in the above-mentioned areas will be communicated to Colanda staff Employees as soon as they are available and at least 7 days prior to being advertised more broadly. This will give Colanda staff Employees a minimum of 21 days being 7 days + standard 14 days for advertisement, to submit an EOI. If 7 days' advance notice cannot be provided to Colanda staff before being advertised more broadly, the advertisement will be held back to give Colanda staff 7 days' advance notice. For all ongoing DDSO 1Q positions this effectively gives Colanda staff a potential extra month plus 14 days to consider the vacancy.

16.4. There is no intent under this process to require people to be redeployed out of the Colac area.

Process for ongoing DDSO1Q positions within Barwon (BA), Central Highlands (CHA) and Wimmera South West (WSWA)

16.5. There is a minimum 7 day EOI advertisement for Colanda staff only.

16.6. If no EOI's are received, the current provisions of **clause 15.13** (Recruitment to Vacant Positions) of the EBA in relation to part-time staff being provided opportunity to increase their contracted hours will occur prior to the positions being advertised via the Internal Transfer Policy (ITP) process.

16.7. If a Colanda staff member then decides to apply, they will need to complete the general EOI form (NOT the ITP EOI form) and send it on to the HR Business Partner (currently Cresta Carrington) prior to the ITP closing date.

16.8. If there is only one applicant from Colanda then they will be transferred directly into the vacancy.

16.9. If there is more than one applicant from Colanda, then a competitive selection process will be required involving only those applicants from Colanda.

Process for all other relevant vacancies in DAS residential services within Barwon (BA), Central Highlands (CHA) and Wimmera South West (WSWA)

16.10. There is a minimum 7 day EOI advertisement for Colanda staff only.

16.11. If no EOI's are received, the position will be advertised on Job Opportunities and other external job boards (Colanda staff will still have priority access and 21 days' notice even if it is advertised).

16.12. If a Colanda staff member decides to apply, they will need to complete the EOI form and send it on to the HR Business Partner (currently Cresta Carrington) prior to the closing date.

16.13. If there is only one applicant from Colanda then they will be transferred directly into the vacancy.

16.14. If there is more than one applicant from Colanda, then a competitive selection process will be required involving only those applicants from Colanda.

16.15. Relevant vacancies across the rest of the West Division and the department will be advertised on Job Opportunities at a minimum, with notification made to Colanda staff that they exist, and Colanda staff will be asked to tick "redeployee" on their application to ensure the recruiting area is aware they should be given priority access. It is suggested that Colanda staff members submit a complete application for these vacancies. Although they are still receiving priority status as redeployees to these vacancies, they will potentially be in competition with other redeployees around the department.

16.16. Employees will only be eligible for priority placement to like for like positions with regard to classification in DAS residential services. Priority will be given to Employees whose hours most closely match the vacant position. Employees with current work restrictions who would otherwise be eligible for priority placement into a vacancy will be assessed on a case by case basis taking into account their restrictions and the suitability of the vacancy to incorporate those restrictions. If the nature of the vacancy can reasonably accommodate those restrictions the Employee will be eligible for priority placement.

16.17. HACSU agrees that priority in the filling of positions by redeployed Employees may take precedence over other normal processes for the filling of vacancies.

17. Salary Maintenance

17.1. The Employer will endeavour to redeploy Impacted Employees to a position with a total remuneration and classification equal to the substantive salary and classification which they held at Colanda.

17.2. An Impacted Employee redeployed to a position of a lower classification and/or to a lower total emolument will receive ongoing salary maintenance in accordance with **clause 40.1.6** of the DSEA.

17.3. An Employee redeployed to a lower classification shall retain their classification level notwithstanding being redeployed and working at lower classification.

18. Minimum Notice Period

18.1. The Employer will, in consultation with the Impacted Employee, determine the date from which he or she will relocate to either a position in the community or to a redeployed position. The minimum notice period for Employees relocating will be two months. This may be waived with the agreement of the relevant Impacted Employee. This will not apply to vacancies located in Colac group homes where a minimum notice period of two weeks shall apply.

19. Employees wishing to apply for promotion

19.1. No Impacted Employee can be redeployed by the Employer to a position higher than their substantive level. Employees who wish to apply for promotion on merit to positions within the

operations of the Employer or the wider Public Service will be offered assistance in job seeking skills.

20. Employees wishing to apply for demotion

20.1. Impacted Employees who voluntarily seek to apply for a position of a lower classification or salary level will, if successful in obtaining the position, be paid at the salary level of the highest annual increment level that pertains to the lower classification.

21. Higher duties

21.1. Where an Impacted Employee has been on continuous higher duties for a period of 26 weeks or more as at 27 April 2016, then that Impacted Employee will be appointed on an ongoing basis to that position provided that

a) those higher duties would have continued except for the closure/redevelopment of Colanda and

b) The position is substantively vacant and

c) The Employee has performed the requirements of the role in a satisfactory manner.

22. Redeployment Initiative

22.1. In addition to the redeployment opportunities outlined above (departmental and VPS), the government will enter into discussions with regional local government and public sector agencies/instrumentalities (ie Health Services, RTA, Water Authorities) to identify redeployment opportunities.

23. Staffing of Replacement Services

23.1. Staffing profiles to support residents in the new services will be subject to consultation and concluded prior to staff indicating an expression of interest.

23.2. Each house built for the Colanda residents shall have for the exclusive use of the Employees a toilet, shower and hand basin facilities.

24. Rostering principles

24.1. The following roster principles will apply in addition to the rostering provisions of the Agreement.

a) Services will commence in each of the new community group homes utilising one of the following staffing formats. These formats have been developed to cater for the support needs of Colanda residents and in response to management and HACSU consultations with Employees in recognition of the current staffing profile at Colanda having a high proportion of full time Employees. They have also been developed with the clear understanding and expectation that the Employees will provide developmental support to residents, as well as assist them to access a range of community activities and services.

High behavioural / High medical needs	Minimum of 5 x Full time positions
All other support needs.	Minimum 4x Full time positions and up to five full time positions if there are five Colanda full time Employees willing to relocate to the new group home.

b) The above table provides for the default rostering profile for replacement group homes only and cannot be used as a precedent elsewhere in the department.

c) The six Colac group homes have been assessed as high behavioural/high medical needs

d) Part - time positions established in addition to the above will seek to maximise the hours of positions within the roster.

e) To maximise part-time work and support continuity, the department will ensure that part-time Employees are offered the opportunity to work additional shifts in the replacement services during planned and unplanned absences prior to the engagement of casual or agency Employees.

f) The maximum number of consecutive working shifts in a row is 5 days.

g) The provision of additional Operational Managers will apply in accordance with weighting provisions agreed during the One DHS restructure.

25. Maintenance of Quality Services during Closure

25.1. To ensure the ongoing provision of quality of care, support, programs and health, safety and wellbeing, the appropriate staffing with the necessary skills and experience will be maintained throughout the service development and closure; the following arrangements shall apply:

25.2. Where Colanda staff have successfully secured an ongoing equivalent position in a department managed residential services/group home or another suitable equivalent position within the department, staff will be supported to move to their new position as soon as possible. Notwithstanding the requirement to begin the new role as soon as possible, consideration will be given to extending the start date of the new position to allow staff time to make arrangements with regard to travel and relocation. Requests to delay the start date for a new role to allow more time for organising travel and/or relocation will not be unreasonably refused. This provision will not apply except by agreement to Impacted Employees who have secured a position in one of the replacement services located in Colac.

25.3. Following staff departure from Colanda, management will review the roster/s within Colanda and backfilling of vacancies in Colanda will be through time limited contracts. Durations of the contracts will be determined by the operational requirements. In conducting roster reviews and determining operational requirements the following will apply:

a) Roster reviews will be conducted in accordance with the DSEA

b) Operations requirements and duration of contracts will be aligned to the progressive opening of replacement community group homes and will be determined in consultation with HACSU and staff through the CCWP.

c) Time limited contract Employees will be engaged and renewed where necessary for a period not less that the anticipated duration of the fluctuating client or staffing needs.

25.4. Except where specifically provided by this agreement, the filling of any vacant/replacement position at Colanda will in the first instance be made available as an internal redeployment position for those Colanda Employees that work in units/services that may close before the transition of residents to replacement services or preferred Colanda casuals. Where there is no internal redeployee to be allocated the vacant position it may be filled on the basis of an open merit based process.

25.5. To assist the Employer to make available the best opportunities for eligible casual Employees they will be offered the opportunity to participate in a preference process, avail themselves of training opportunities and will be notified of any vacancies available after the placement of eligible ongoing and fixed term Employees. At the conclusion of the closure process, all eligible casual Employees can be placed on the casual relief pool of the local Divisional Disability Accommodation Services or regional area of their preference.

26. Service Continuity and Retention Payment (SCRP)

26.1. The SCIP is intended to encourage impacted Employees to stay on with residents at Colanda until their exit date (noting that staff will be required to leave at different times as determined by the department). The payment is in consideration for their positive participation with all elements of the Colanda closure including ensuring residents continue to have ongoing care

and support throughout that period from those that have been providing care and support for them. The SCIP entitlement will vary for different categories of impacted Employees. The payments are for full time (pro-rata for part-time and casual based on average actual hours worked in the preceding twelve months)

26.2. **Category 1**: Employees who take up redeployment in DHHS groups homes or other DAS services outside Colac:

a) Payment of **$3,500** at the date of redeployment or on 1 October 2017 whichever occurs first,

b) **$10,000** paid to an Employee when they are 'matched' and confirmed as accepting redeployment to a DHHS group home or other Disability Accommodation Service (DAS) outside of the Colac Township.

c) **$10,000** paid within 4 weeks of actual redeployment to the matched location.

d) **$5,000** paid on/or within 4 weeks of the six (6) month anniversary of redeployment.

e) **$5,000** paid on/or within 4 weeks of the twelve (12) month anniversary of redeployment.

26.3. **Category 2:** Employees who take up redeployment in another DHHS Group Home in Colac or other (DAS) service within the Colac Township, or are redeployed to another part of the DHHS, VPS or Public Sector.

a) Payment of **$3,500** at the date of redeployment or on 1 October 2017 whichever occurs first,
b) Payment of **$2,000** on/or within 4 weeks of the six (6) month anniversary of redeployment.

26.4. **Category 3:** Employees who exit DHHS:

a) Payment of **$3,500**; at the date of exit or on 1 October 2017 whichever occurs first,
b) An An additional payment for long term Employees with more than 15 years' service who exit DHHS– this payment will increase incrementally in three-year bands which are as follows:

Service Band	**Payment**
16 - 18 Years	$2,000
19 - 21 Years	$5,000
22 - 24 years	$8,000
25 - 27 Years	$11,000
28 - 30 Years	$14,000
31 - 33 Years	$17,000
34 - 36 Years	$20,000
37 – 39 Years	$23,000
bove years	$25,250

26.5. The SCIP is in recognition of staff who are willing to commit to continue at Colanda until the exit date nominated by the department but who otherwise would not be seeking alternative employment through this process. Specifically it is in further recognition that their many years of service at Colanda, which is the last congregate care facility in the state, and therefore a very specific work environment, may require additional support to transition to very different work environment within a rural geographic area.

26.6. The SCIP payment shall be made in accordance with the terms outlined for specific categories above. The exit date will be determined by the department.

27. Relocation Assistance

27.1. A detailed relocation assistance package is designed to encourage Employees who choose to relocate out of the Colac area. The elements of the relocation assistance package are detailed below.

27.2. An Employee may access a combination of both the rental reimbursement and the home purchase payment detailed below. However the home purchase payment will be reduced by the amount of rental reimbursement the Employee had received up to the date of purchase. In a situation where an Employee moves house twice subsequent to relocating to a new work location the Employee will only be entitled to removal expenses and associated costs for the first of these moves

27.3. **Rental Assistance** – Designed to encourage Employees to accept a position that is out of the Colac area and more than 80km from their principle place of residence.

a) ***Rental reimbursement*** for rent payments incurred by the household pursuant to a formal residential tenancy agreement; Capped at a total **$37,000** over a 3 year period. Maximum monthly rental reimbursement capped at **$2,100**.

b) ***Removal reimbursement*** – Cost associated with removal of home contents; capped at **$4,000**.

c) ***Utility Reimbursement*** - Cost associated with connection fees of telephone, gas, water and electricity services; capped at **$2,000**

27.4. **Home Purchase Assistance Package** – Designed to encourage Employees to choose to relocate out of area which is at least 80km travel distance from their principle place of residence.

27.5. The elements of the relocation assistance package are:

a) ***Home Purchase Payment*** – Home purchase payment is a **$45,000** reimbursement in relation to the purchase of a home purchased within two years of relocating to new employment and moving closer to the new work location.

b) ***Stamp Duty Assistance*** – The stamp duty costs levied in respect of a contract to purchase a home out of area; Capped at **$40,000**

c) ***Conveyancing Reimbursement*** – Legal and conveyancing expenses incurred with respect to the purchase of an out of area home – Capped at **$2,000**

d) ***Mortgage Fee Reimbursement*** – Mortgage establishment fees incurred with respect to the purchase of an out of area home – Capped at **$1,500**

e) ***Inspection Reimbursement*** – Reasonable professional cost of pre-purchase building inspections; Capped at **$1,500 total**

f) ***Removal reimbursement*** – Cost associated with removal of home contents; capped at **$4,000**.

27.6. ***Utility Reimbursement*** - Cost associated with connection fees of telephone, gas, water and electricity services; capped at **$2,000**

27.7. **Relocation Leave** – 3 days paid leave will be provided to Employees who relocate out of area from the time from which they accept an out of area position up to 2 months from their relocation date. No leave loading applied. May be taken as single days.

27.8. **Vendors Assistance** - Designed to encourage Employees who choose to relocate with Colanda residents to a group home which is outside the Colac area and more than 1 hour from their principle place of residence; by providing the Employee with financial assistance to sell their house in the Colac area and move to the area where the new employment is located.

a) ***Legal and conveyancing expenses*** incurred with respect to the sale of the Employees home; capped at **$2,250.**

b) ***Agents Fee Reimbursement*** of reasonable professional fees of a real estate agent in respect to the sale of an Employee's property in or near Colac; capped at **$25,000.**

c) ***Home Improvement Incidental Allowance*** for incidental cost incurred preparing the Employees home in or around Colac for sale on the open market; capped to a maximum of **$1,500.**

27.9. **Family Assistance Package** – Designed to encourage Employees who choose to relocate out of the Colac area and more than 1 hour travel distance from their principle place of residence; by providing access to assistance to move their families' place of residence.

a) ***School Reimbursement -*** Allowance of up to **$1250** per child in respect to school expenses.

b) ***Child Care Reimbursement –*** Allowance of up to **$2,200** per year for a maximum of three years following relocation date.

27.10. **Disturbance Allowance** - The disturbance allowance is an allowance in compensation for all disturbance factors including travel by car; it will apply during the first year after relocation/redeployment. The amount of the allowance is determined by reference to the distance (including return journey) between the impacted Employee's home and the new out of area work location. No allowance for less than 10 kilometres.

Shortest distance by road between home and new work location (including return journey)	Disturbance Allowance
More than 50 and up to 90 kilometres	$11,750
More than 90 and up to 120 kilometres	$16,500
More than 120 kilometres	$18,800

28. Redundancy - Voluntary Departure

28.1. An ongoing Employee currently holding a substantive position at the Colanda centre who does not intend to take up a position in a new location and wishes to exit the service shall be eligible to apply for a voluntary redundancy package subject to the eligibility requirements outlined in the Public Sector Industrial Relations Policies and Australian Taxation Office rules.

28.2. Prohibition from re-employment within the public sector of three years.

28.3. The composition of the voluntary redundancy package is in accordance with the public sector industrial relations policies and includes:

a) 4 weeks pay, irrespective of the Employee's length of service; plus

b) A lump sum voluntary departure incentive of $10,000 (for a full time Employee); plus

c) 2 weeks pay for each completed year of service up to a maximum of 15 years.

28.4. Voluntary departure packages will be offered to staff through an expression of interest.

28.5. Priority will be given to those staff with the longest service.

29. Payment of accrued substituted leave

29.1. For the purpose of calculating payment of accrued Sub leave a Sub leave day shall be calculated and paid out at the hours as if worked e.g. if Sub leave is accrued on a 10.85 day, (10 hour 51 minute shift) the Employee is paid out in multiples of 10.85 days: an Employee who has accrued 10 Sub leave days where each shift worked was 10 hours 51 minutes they shall be paid out a total of 108.5 hours [10 x 10.85 = 108.5 hrs] This is due to the unique rostering arrangements at Colanda and cannot be used as a precedent elsewhere in the department.

30. Workload during Closure

30.1. The parties agree that any variations to duties which are necessary for Employees to participate in the closure and replacement services process will be balanced with appropriate backfill arrangements and additional resource allocation so that there is no overall increases in staff workload.

31. Grievance and disputes settlement

31.1. Any individual Employee grievance arising from the implementation of this agreement may be referred in the first instance to the local Manager of Colanda who shall attempt to resolve the matter to the satisfaction of all parties.

31.2. Where no resolution is achieved such grievances shall be dealt with in the following manner:

31.3. The matter shall be referred by the Manager Colanda who will notify members of the CCWP of the grievance and will attempt to resolve the grievance.

31.4. If the matter is not resolved within a reasonable period the matter will be dealt with under the disputes settlement arrangements in accordance with **clause 13** of the DSEA.

31.5. Disputes arising under this Agreement will be deemed to be a dispute arising under the DSEA and will be resolved in accordance with **clause 13** of the DSEA.

SCHEDULE F COLANDA SPECIIFIC ALLOWANCES

1.1 Confined space allowance

1.1.1 A Tradesperson or Trade Assistant who is required to work in a confined space shall be paid an allowance of $0.84 per hour from FPPOOA 1 July 2018, then $0.86 per hour from FPPOOA 1 July 2019, then $0.89 per hour from FPPOOA 1 July 2020, then $0.92 per hour from the FPPOOA 1 July 2021, then $0.94 per hour from FPPOOA 1 July 2022, then $0.97 per hour from FPPOOA 1 July 2023, then $1.00 per hour from FPPOOA 1 July 2024 and then $1.03 per hour from FPPOOA 1 July 2025 or part thereof whilst working in that confined space. For the purposes of this provision, confined space means a place the dimensions or nature of which necessitate working in a cramped position without sufficient ventilation and includes ceiling spaces, drains, and wearing of full protective suits and respirators.

1.2 Dirty work allowance

1.2.1 A Tradesperson or Trade Assistant who is required to undertake work which the Employer and the Employee agree is of an unusually dirty or offensively dirty nature, such Employee shall be paid an allowance of $0.69 per hour from FPPOOA 1 July 2018 then $0.71 per hour from FPPOOA 1 July 2019, then $0.73 per hour from FPPOOA 1 July 2020, then $0.75 per hour from FPPOOA 1 July 2021, then $0.78 per hour from FPPOOA 1 July 2022, then $0.80 per hour from FPPOOA 1 July 2023, then $0.82 per hour from FPPOOA 1 July 2024 and then $0.85 per hour from FPPOOA 1 July 2025 .

1.2.2 Provided that where there is no such agreement, the Employee, or HACSU on behalf of the Employee shall be entitled to ask for a decision on the Employee's claim by the senior management representative of the workplace concerned, not being the management representative who made the decision. In such case a decision shall be made on the Employee's claim within two working days of the Employee's request, or else the allowance shall be paid.

1.2.3 An Employee aggrieved by a management decision made within the allotted two days shall be entitled to pursue through the grievance process in this Agreement.

1.3 Wet clothing allowance

1.3.1 A Tradesperson or Trade Assistant working in any one place where his or her clothing or boots become saturated, whether by water, oil or otherwise, shall be paid an allowance of $0.69 per hour from FPPOOA 1 July 2018, then $0.71 per hour from FPPOOA 1 July 2019, then $0.73 per hour from FPPOOA 1 July 2020, then $0.75 per hour from FPPOOA 1 July 2021, then $0.78 per hour from FPPOOA 1 July 2022, then $0.80 per hour from FPPOOA 1 July 2023, then $0.82 per hour from FPPOOA 1 July 2024 and then $0.85 per hour from FPPOOA 1 July 2025 .1.4 Offensive substance allowance

1.4.1 A Tradesperson or Trade Assistant handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use thereof shall be paid an allowance of $0.89 per hour from FPPOOA 1 July 2018, then $0.92 per hour from FPPOOA 1 July 2019, then $0.94 per hour from FPPOOA 1 July 2020, then $0.97 per hour from FPPOOA 1 July 2021, then $1.00 per hour from FPPOOA 1 July 2022, then $1.03 per hour from FPPOOA 1 July 2023, then $1.06 per hour from FPPOOA 1 July 2024 and then $1.10 per hour from FPPOOA 1 July 2025 or part thereof.

1.5 Training allowance

1.5.1 A non direct care Employee who is involved in the development, planning, monitoring, training or implementation of an authorised skills activity with clients shall be paid an allowance at the rate of $12.28 per day from FPPOOA 1 July 2018, then $12.65 per day from FPPOOA 1 July 2019, then $13.03 per day from FPPOOA 1 July 2020, then $13.43 per day from FPPOOA 1 July 2021 provided that Employees who receive an allowance under this clause shall not receive an Instructor/Trainee allowance.

1.6 Acting Domestic Services Supervisor

1.6.1 An allowance of $26.53 per shift from FPPOOA 1 July 2018, then $27.33 per shift from FPPOOA 1 July 2019, then $28.15 per shift from FPPOOA 1 July 2020 and then $28.99 per shift from FPPOOA 1 July 2021 shall be paid to an Employee normally under the supervision of a person designated as a Domestic Services Supervisor who is required to act in such

position on a Saturday, Sunday or public holiday in the absence of the Domestic Services Supervisor.

1.7 **Maintenance Engineers - on call allowance**

1.7.1 A Trades Employee who is instructed, prior to ceasing duty, that he or she may be required to attend for extra duty some time before his or her next normal time of commencing duty and that he or she is to be contactable and available to return to duty without delay or within a reasonable period of being recalled, shall be paid an allowance of $10.48 per night/$26.53 per day-night from FPPOOA 1 July 2018, then $10.80 per night/$27.33 per day-night from FPPOOA 1 July 2019, then $11.13 per night/$28.15 per day-night from FPPOOA 1 July 2020 and then $11.47 per night/$28.99 per day-night from FPPOOA 1 July 2021 as appropriate when on call.

1.8 **Plumbers and related classifications**

1.8.1 An Employee who is designated as a Plumber who is registered as a Plumber with the Victorian Building Authority shall receive an allowance of $1,588 per annum from FPPOOA 1 July 2018, then $1,636 per annum from FPPOOA 1 July 2019, then $1,686 per annum from FPPOOA 1 July 2020 and then $1,737 per annum from FPPOOA 1 July 2021, such allowance is to be treated as salary for all purposes.

1.8.2 An Employee who is designated as a Plumber, Leading Hand (Tradesperson Level 2) or Plumber and is authorised by the Employer to act on his or her plumber's license by signing notices and assuming responsibility to relevant authorities shall be paid an allowance of $1.10 per hour from FPPOOA 1 July 2018, then $1.14 per hour from FPPOOA 1 July 2019, then $1.18 per hour from FPPOOA 1 July 2020 and then $1.22 per hour from FPPOOA 1 July 2021 while so authorised.

1.9 **Plumber; Oxyacetylene or Electric Welding Allowance**

1.9.1 A plumber, who holds a Victorian Government pressure pipeline oxyacetylene or electric welding certificate and is authorised by the Employer to act on either of these certificates shall be paid an allowance of $0.64 per hour from FPPOOA 1 July 2018, then $0.66 per hour from FPPOOA 1 July 2019, then $0.67 per hour from FPPOOA 1 July 2020 and then $0.69 per hour from FPPOOA 1 July 2021 for each certificate whilst so authorised.

1.10 **Instructor/Trainee Allowance**

1.10.1 An non-direct care Employee who is certified by the Employer as being required to perform duties involving an Instructor/Trainee relationship with residents/clients working under the guidance of that Employee shall receive an allowance of $571 per annum from FPPOOA 1 July 2018, then $589 per annum from FPPOOA 1 July 2019, then $607 per annum from FPPOOA 1 July 2020 and then $626 per annum from the FPPOOA 1 July 2021.

1.1 **Electricians Allowance**

1.1.1 An Employee who is designated as an Electrician, and registered as an Electrician with the Energy Safe Victoria shall be paid an allowance as follows:

(a) $1,588 per annum from FPPOOA 1 July 2018, then $1,636 per annum from FPPOOA 1 July 2019, then $1,686 per annum from FPPOOA 1 July 2020 and then $1,737 per annum from FPPOOA 1 July 2021.

(b) and such allowance is to be treated as salary for all purposes.

1.1.2 An Employee who is designated as an Electrician, and authorised by the Employer to act on his or her electrician's license by signing notices and assuming responsibility to relevant authorities shall be paid an allowance while so authorised, as follows:

(a) $1.09 per hour from FPPOOA 1 July 2018, then $1.12 per hour from FPPOOA 1 July 2019, then $1.16 per hour from FPPOOA 1 July 2020 and then $1.19 per hour from FPPOOA 1 July 2021.

human services

people services
a unified, capable workforce

Disability Accommodation Services Minimum Standard and Workload Review Policy

Date of approval: 1 December 2012

Review date: At the completion of the Workload Review

MINIMUM STANDARD & WORKLOAD REVIEW WORKING GROUP

1.1 Minimum Standard: The Employer recognises that House Supervisors require adequate time to undertake their administrative tasks. The Employer recognises that there is insufficient time allocated to those tasks in some of the current rosters. This will be addressed in two (2) stages:

(a) A departmental standard of fifty (50) hours administrative time for each house supervisor in all rosters. There will be an ability to access additional time in complex locations.

(b) The move to the minimum standard will be achieved by putting the requisite number of additional hours in current rosters (where additional non contact hours are required in a house supervisors line to bring them up to the minimum standard). These additional hours will in addition to the current hours in rosters across the state and move to the minimum standard will not be achieved by taking hours out of rosters to achieve the minimum standard.

(c) Concurrently the parties will commence a review of the current practices with an aim to reduce the administrative burden of house supervisors and consider a range of matters through a workload review.

1.2 The parties have agreed that a joint Employer/HACSU House Supervisors/Operations Managers Workload Review Working Group (working group) will be formed with an agreed independent chairperson. The working group will report within nine (9) months of the Agreement being approved.

1.3 The Terms of Reference have been agreed and were drafted as part of the conciliation process before Commissioner Roe (and are provided below).

Terms of Reference
House Supervisors/Operation Managers Workload Review Working Group

1. Introduction

The parties agree that a joint DHS/HACSU working group will be formed with an agreed independent Chairperson. The working group will report within nine (9) months of the Enterprise Agreement being approved by Fair Work Australia.

2. Terms of Reference

The terms of reference are as follows:

- Examine the roles, responsibilities and tasks of House Supervisors, Operation Managers and Key Workers including:
  - (i) the identification of the time taken to undertake such tasks; and
  - (ii) identify who should undertake such tasks.
- Gain a common understanding of what constitutes non-contact/administration hours and what tasks require non-contact/administration time.
- Examine the opportunities to reduce the business burden through streamlining reporting and recording requirements
- Examine rostering that best meets the needs of House Supervisors and Key Workers to ensure appropriate time is allocated to administrative tasks
- Develop workload standards taking into consideration the matters articulated above.

3. Considerations

- The Employer recognises that work allocation must have regard for an Employee's hours of work. As such work should be allocated so that tasks can be routinely undertaken with the ordinary hours of work of an Employee
- The Employer recognises its health and safety obligations to its Employees and its clients

In undertaking the review the parties agree that all options within the terms of reference, and taking into account the considerations, will be examined

3. Implementation

It is agreed that consensual issues will be implemented during the life of the agreement.

4. Dispute Resolution

The parties agree that following the conclusion of the workload review any outstanding issues may be referred to Fair Work Australia (pursuant to the Dispute Settlement Procedure in the Enterprise Agreement) for conciliation and/or arbitration (to the extent it is within jurisdiction).

SCHEDULE H: LETTER OF APPOINTMENT FOR TRANSFERRING EMPLOYEES

Letter of appointment from provider to transferring Employee.

This letter of employment confirms the terms and conditions of your contract with [provider].

[Provider] agrees that the terms and conditions of the Disability Services Enterprise Agreement Victoria 2018-2022 (referred to as the Agreement in the rest of this letter) are expressly included as contractual terms and conditions of your employment until such time as the Agreement is replaced by a new agreement negotiated with you.

[Provider] agrees that any agreement to replace the Agreement negotiated with you will not disadvantage you compared to the Agreement and will be on terms no less favourable overall than the terms of the Agreement.

Letter of appointment from provider to replacement Employee

This letter of employment confirms the terms and conditions of your contract with [provider].

[Provider] agrees that the terms and conditions of the Disability Services Enterprise Agreement Victoria 2018-2022 (referred to as the Agreement in the rest of this letter) are expressly included as contractual terms and conditions of your employment until such time as the Agreement is replaced by a new agreement negotiated with you.

[Provider] agrees that any agreement to replace the Agreement negotiated with you will not disadvantage you compared to the Agreement and will be on terms no less favourable overall than the terms of the Agreement.

SCHEDULE I – AGREEMENT TO MODERN AWAD CLASSIFICATION MAPPING TABLE

This Schedule is to be used for the purposes of comparing wage outcomes for classifications in this Agreement) with equivalent classifications and levels in Schedule B of the Social, Community, Home Care and Disability Services [SCHADS] Modern Award.

DSEAV	SCHADS
DDSO 1.1	SCSE 1.1
DDSO 1.2	SCSE 1.2
DDSO 1.3	SCSE 1.3
DDSO 1.4	SCSE 2.1
DDSO 1.5	SCSE 2.1
DDSO 1Q.1	SCSE 2.2
DDSO 1Q.2	SCSE 2.3
DDSO 1Q.3	SCSE 2.4
DDSO 1Q.4	SCSE 2.4
DDSO 1Q.5	SCSE 2.4
DDSO 2.1	SCSE 2.2
DDSO 2.2	SCSE 2.3
DDSO 2.3	SCSE 2.4
DDSO 2.4	SCSE 2.4
DDSO 2A.1	SCSE 3.1
DDSO 2A.2	SCSE 3.2
DDSO 2A.3	SCSE 3.3
DDSO 2A.4	SCSE 3.4
DDSO 2A.5	SCSE 3.4
DDSO 2A.6	SCSE 3.4
DDSO 2A.7	SCSE 3.4
DDSO 2A.8	SCSE 3.4
DDSO 2A.9	SCSE 3.4
DDSO 3.1	SCSE 3.1
DDSO 3.2	SCSE 3.2
DDSO 3.3	SCSE 3.3
DDSO 3.4	SCSE 3.4
DDSO 3.5	SCSE 3.4
DDSO 3A.1	SCSE 4.1
DDSO 3A.2	SCSE 4.2
DDSO 3A.3	SCSE 4.3
DDSO 3A.4	SCSE 4.4
DDSO 3A.5	SCSE 4.4
DDSO 4.1	SCSE 5.1
DDSO 4.2	SCSE 5.2
DDSO 4.3	SCSE 5.3
DDSO 4.4	SCSE 5.3
DDSO 4.5	SCSE 5.3
DDSO 5.1	SCSE 6.1
DDSO 5.2	SCSE 6.2
DDSO 5.2	SCSE 6.3

SCHEDULE J – SALARY AND ALLOWANCE RATES

SALARIES

Classification	Year	Rate Prior to 1 July 2018	Rate Effective FPPOOA 1 July 2018	Rate Effective FPPOOA 1 July 2019	Rate Effective FPPOOA 1 July 2020	Rate Effective FPPOOA 1 July 2021	Rate Effective FPPOOA 1 July 2022	Rate Effective FPPOOA 1 July 2023	Rate Effective FPPOOA 1 July 2024	Rate Effective FPPOOA 1 July 2025
		$	$	$	$	$	$	$	$	$
DDSO 1	1	$44,378	$45,932	$47,540	$49,204	$50,927	$52,455	$54,029	$55,650	$57,320
	2	$44,929	$46,502	$48,130	$49,815	$51,559	$53,106	$54,700	$56,341	$58,032
	3	$46,639	$48,272	$49,962	$51,711	$53,521	$55,127	$56,781	$58,485	$60,240
	4	$47,401	$49,061	$50,779	$52,557	$54,397	$56,029	$57,710	$59,442	$61,226
	5	$49,078	$50,796	$52,574	$54,415	$56,320	$58,010	$59,751	$61,544	$63,391
DDSO 1Q	1	$49,533	$51,267	$53,062	$54,920	$56,843	$58,549	$60,306	$62,116	$63,980
	2	$49,811	$51,555	$53,360	$55,228	$57,161	$58,876	$60,643	$62,463	$64,337
	3	$51,955	$53,774	$55,657	$57,605	$59,622	$61,411	$63,254	$65,152	$67,107
	4	$52,562	$54,402	$56,307	$58,278	$60,318	$62,128	$63,992	$65,912	$67,890
	5	$54,338	$56,240	$58,209	$60,247	$62,356	$64,227	$66,154	$68,139	$70,184
DDSO 2	1	$55,913	$57,870	$59,896	$61,993	$64,163	$66,088	$68,071	$70,114	$72,218
	2	$56,355	$58,328	$60,370	$62,483	$64,670	$66,611	$68,610	$70,669	$72,790
	3	$57,441	$59,452	$61,533	$63,687	$65,917	$67,895	$69,932	$72,030	$74,191
	4	$58,525	$60,574	$62,695	$64,890	$67,162	$69,177	$71,253	$73,391	$75,593
DDSO 2A	1	$53,383	$55,252	$57,186	$59,188	$61,260	$63,098	$64,991	$66,941	$68,950
	2	$55,097	$57,026	$59,022	$61,088	$63,227	$65,124	$67,078	$69,091	$71,164
	3	$57,863	$59,889	$61,986	$64,156	$66,402	$68,395	$70,447	$72,561	$74,738
	4	$60,334	$62,446	$64,632	$66,895	$69,237	$71,315	$73,455	$75,659	$77,929
	5	$62,805	$65,004	$67,280	$69,635	$72,073	$74,236	$76,464	$78,758	$81,121

Classification	Year	Rate Prior to 1 July 2018	Rate Effective FPPOOA 1 July 2018	Rate Effective FPPOOA 1 July 2019	Rate Effective FPPOOA 1 July 2020	Rate Effective FPPOOA 1 July 2021	Rate Effective FPPOOA 1 July 2022	Rate Effective FPPOOA 1 July 2023	Rate Effective FPPOOA 1 July 2024	Rate Effective FPPOOA 1 July 2025
		$	$	$	$	$	$	$	$	$
	6	$65,278	$67,563	$69,928	$72,376	$74,910	$77,158	$79,473	$81,858	$84,314
	7	$67,756	$70,128	$72,583	$75,124	$77,754	$80,087	$82,490	$84,965	$87,514
	8	$70,229	$72,688	$75,233	$77,867	$80,593	$83,011	$85,502	$88,068	$90,711
	9	$72,004	$74,525	$77,134	$79,834	$82,629	$85,108	$87,662	$90,292	$93,001
DDSO 3	1	$60,910	$63,042	$65,249	$67,533	$69,897	$71,994	$74,154	$76,379	$78,671
	2	$62,167	$64,343	$66,596	$68,927	$71,340	$73,481	$75,686	$77,957	$80,296
	3	$63,442	$65,663	$67,962	$70,341	$72,803	$74,988	$77,238	$79,556	$81,943
	4	$64,517	$66,776	$69,114	$71,533	$74,037	$76,259	$78,547	$80,904	$83,332
	5	$67,149	$69,500	$71,933	$74,451	$77,057	$79,369	$81,751	$84,204	$86,731
DDSO 3A	1	$73,752	$76,334	$79,006	$81,772	$84,635	$87,175	$89,791	$92,485	$95,260
	2	$74,639	$77,252	$79,956	$82,755	$85,652	$88,222	$90,869	$93,596	$96,404
	3	$76,290	$78,961	$81,725	$84,586	$87,547	$90,174	$92,880	$95,667	$98,538
	4	$77,941	$80,669	$83,493	$86,416	$89,441	$92,125	$94,889	$97,736	$100,669
	5	$79,823	$82,617	$85,509	$88,502	$91,600	$94,348	$97,179	$100,095	$103,098
DDSO 4	1	$81,808	$84,672	$87,636	$90,704	$93,879	$96,696	$99,597	$102,585	$105,663
	2	$82,891	$85,793	$88,796	$91,904	$95,121	$97,975	$100,915	$103,943	$107,062
	3	$84,744	$87,711	$90,781	$93,959	$97,248	$100,166	$103,171	$106,267	$109,456
	4	$86,883	$89,924	$93,072	$96,330	$99,702	$102,694	$105,775	$108,949	$112,218
	5	$88,897	$92,009	$95,230	$98,564	$102,014	$105,075	$108,228	$111,475	$114,820
DDSO 5	1	$96,404	$99,779	$103,272	$106,887	$110,629	$113,948	$117,367	$120,889	$124,516
	2	$97,623	$101,040	$104,577	$108,238	$112,027	$115,388	$118,850	$122,416	$126,089
DDSO 6	NA	$104,186	$107,833	$111,608	$115,515	$119,559	$123,146	$126,841	$130,647	$134,567

Classification	Year	Rate Prior to 1 July 2018	Rate Effective FPPOOA 1 July 2018	Rate Effective FPPOOA 1 July 2019	Rate Effective FPPOOA 1 July 2020	Rate Effective FPPOOA 1 July 2021	Rate Effective FPPOOA 1 July 2022	Rate Effective FPPOOA 1 July 2023	Rate Effective FPPOOA 1 July 2024	Rate Effective FPPOOA 1 July 2025
		$	$	$	$	$	$	$	$	$
DDSO 7	NA	$111,501	$115,404	$119,444	$123,625	$127,952	$131,791	$135,745	$139,818	$144,013
DDSO 8	NA	$119,868	$124,064	$128,407	$132,902	$137,554	$141,681	$145,932	$150,310	$154,820
DDSO 9	NA	$132,417	$137,052	$141,849	$146,814	$151,953	$156,512	$161,208	$166,045	$171,027
TA 1 Trades Assistant Level 1	1	$46,163	$47,779	$49,452	$51,183	$52,975	$54,565	$56,202	$57,889	$59,626
	2	$47,082	$48,730	$50,436	$52,202	$54,030	$55,651	$57,321	$59,041	$60,813
	3	$48,007	$49,688	$51,428	$53,228	$55,091	$56,744	$58,447	$60,201	$62,008
	4	$49,300	$51,026	$52,812	$54,661	$56,575	$58,273	$60,022	$61,823	$63,678
	5	$50,067	$51,820	$53,634	$55,512	$57,455	$59,179	$60,955	$62,784	$64,668
TA 2 Tradesperson Level 2	1	$51,080	$52,868	$54,719	$56,635	$58,618	$60,377	$62,189	$64,055	$65,977
	2	$52,824	$54,673	$56,587	$58,568	$60,618	$62,437	$64,311	$66,241	$68,229
	3	$54,568	$56,478	$58,455	$60,501	$62,619	$64,498	$66,433	$68,426	$70,479
	4	$55,859	$57,815	$59,839	$61,934	$64,102	$66,026	$68,007	$70,048	$72,150
	5	$56,626	$58,608	$60,660	$62,784	$64,982	$66,932	$68,940	$71,009	$73,140
TA 3 Trades Coordinator Grade 1 Level 3	1	$59,575	$61,661	$63,820	$66,054	$68,366	$70,417	$72,530	$74,706	$76,948
	2	$61,623	$63,780	$66,013	$68,324	$70,716	$72,838	$75,024	$77,275	$79,594
	3	$62,918	$65,121	$67,401	$69,761	$72,203	$74,370	$76,602	$78,901	$81,269
	4	$63,683	$65,912	$68,219	$70,607	$73,079	$75,272	$77,531	$79,857	$82,253
TA 4 Trades Coordinator Grade 2 Level 4	NA	$69,569	$72,004	$74,525	$77,134	$79,834	$82,230	$84,697	$87,238	$89,856

Classification	Year	Rate Prior to 1 July 2018	Rate Effective FPPOOA 1 July 2018	Rate Effective FPPOOA 1 July 2019	Rate Effective FPPOOA 1 July 2020	Rate Effective FPPOOA 1 July 2021	Rate Effective FPPOOA 1 July 2022	Rate Effective FPPOOA 1 July 2023	Rate Effective FPPOOA 1 July 2024	Rate Effective FPPOOA 1 July 2025
		$	$	$	$	$	$	$	$	$
Maintenance Manager	NA	$84,211	$87,159	$90,210	$93,368	$96,636	$99,536	$102,523	$105,599	$108,767
Senior Maintenance Engineer	NA	$85,750	$88,752	$91,859	$95,075	$98,403	$101,356	$104,397	$107,529	$110,755
FSO 1	1	$44,008	$45,549	$47,144	$48,795	$50,503	$52,019	$53,580	$55,188	$56,844
	2	$44,624	$46,186	$47,803	$49,477	$51,209	$52,746	$54,329	$55,959	$57,638
	3	$45,235	$46,819	$48,458	$50,155	$51,911	$53,469	$55,074	$56,727	$58,429
	4	$46,531	$48,160	$49,846	$51,591	$53,397	$54,999	$56,649	$58,349	$60,100
	5	$47,296	$48,952	$50,666	$52,440	$54,276	$55,905	$57,583	$59,311	$61,091
FSO 2	1	$46,163	$47,779	$49,452	$51,183	$52,975	$54,565	$56,202	$57,889	$59,626
	2	$47,082	$48,730	$50,436	$52,202	$54,030	$55,651	$57,321	$59,041	$60,813
	3	$48,007	$49,688	$51,428	$53,228	$55,091	$56,744	$58,447	$60,201	$62,008
	4	$49,300	$51,026	$52,812	$54,661	$56,575	$58,273	$60,022	$61,823	$63,678
	5	$50,067	$51,820	$53,634	$55,512	$57,455	$59,179	$60,955	$62,784	$64,668
FSO 3	1	$49,339	$51,066	$52,854	$54,704	$56,619	$58,318	$60,068	$61,871	$63,728
	2	$50,673	$52,447	$54,283	$56,183	$58,150	$59,895	$61,692	$63,543	$65,450
	3	$52,004	$53,825	$55,709	$57,659	$59,678	$61,469	$63,314	$65,214	$67,171
	4	$53,298	$55,164	$57,095	$59,094	$61,163	$62,998	$64,888	$66,835	$68,841
	5	$54,065	$55,958	$57,917	$59,945	$62,044	$63,906	$65,824	$67,799	$69,833
FSO 4	1	$53,748	$55,630	$57,578	$59,594	$61,680	$63,531	$65,437	$67,401	$69,424
	2	$55,492	$57,435	$59,446	$61,527	$63,681	$65,592	$67,560	$69,587	$71,675
	3	$57,520	$59,534	$61,618	$63,775	$66,008	$67,989	$70,029	$72,130	$74,294
	4	$58,819	$60,878	$63,009	$65,215	$67,498	$69,523	$71,609	$73,758	$75,971

Classification	Year	Rate Prior to 1 July 2018	Rate Effective FPPOOA 1 July 2018	Rate Effective FPPOOA 1 July 2019	Rate Effective FPPOOA 1 July 2020	Rate Effective FPPOOA 1 July 2021	Rate Effective FPPOOA 1 July 2022	Rate Effective FPPOOA 1 July 2023	Rate Effective FPPOOA 1 July 2024	Rate Effective FPPOOA 1 July 2025
		$	$	$	$	$	$	$	$	$
	5	$59,586	$61,672	$63,831	$66,066	$68,379	$70,431	$72,544	$74,721	$76,963
FSO 5A	1	$60,345	$62,458	$64,645	$66,908	$69,250	$71,328	$73,468	$75,673	$77,944
	2	$61,639	$63,797	$66,030	$68,342	$70,734	$72,857	$75,043	$77,295	$79,614
	3	$62,406	$64,591	$66,852	$69,192	$71,614	$73,763	$75,976	$78,256	$80,604
FSO 5B	1	$63,161	$65,372	$67,661	$70,030	$72,482	$74,657	$76,897	$79,204	$81,581
	2	$63,926	$66,164	$68,480	$70,877	$73,358	$75,559	$77,826	$80,161	$82,566
FSO 5C	1	$77,292	$79,998	$82,798	$85,696	$88,696	$91,357	$94,098	$96,921	$99,829
	2	$78,055	$80,787	$83,615	$86,542	$89,571	$92,259	$95,027	$97,878	$100,815
FSO 5D	1	$81,390	$84,239	$87,188	$90,240	$93,399	$96,201	$99,088	$102,061	$105,123
	2	$82,157	$85,033	$88,010	$91,091	$94,280	$97,109	$100,023	$103,024	$106,115
HEALTH WELFARE OFFICER	1	$52,768	$54,615	$56,527	$58,506	$60,554	$62,371	$64,243	$66,171	$68,157
	2	$54,627	$56,539	$58,518	$60,567	$62,687	$64,568	$66,506	$68,502	$70,558
	3	$57,777	$59,800	$61,893	$64,060	$66,303	$68,293	$70,342	$72,453	$74,627
	4	$60,759	$62,886	$65,088	$67,367	$69,725	$71,817	$73,972	$76,192	$78,478
	5	$63,789	$66,022	$68,333	$70,725	$73,201	$75,398	$77,660	$79,990	$82,390
	6	$68,099	$70,483	$72,950	$75,504	$78,147	$80,492	$82,907	$85,395	$87,957

ALLOWANCES

DESCRIPTION	CLAUSE	RATE								
		Effective date (commencing first pay period on or after)								
		Prior to 1 July 2018	1 July 2018	1 July 2019	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024	1 July 2025
First Aid (per week)	24.12	NA	$18.16	$18.70	$19.27	$19.84	$20.44	$21.05	$21.68	$22.33
Interpreting or translating (per annum)	24.13	$41,412	$43,897	$45,214	$46,570	$47,967	$49,406	$50,888	$52,415	$53,987
Training course allowance:										
Employer's premises	24.14	$20.81	$22.06	$22.72	$23.40	$24.10	$24.83	$25.57	$26.34	$27.13
Other premises	24.14	$25.62	$27.16	$27.97	$28.81	$29.68	$30.57	$31.48	$32.43	$33.40
Interstate	24.14	$31.50	$33.39	$34.39	$35.42	$36.49	$37.58	$38.71	$39.87	$41.07
Retirement payment	24.18	$501	$531	$547	$563	$580	$598	$616	$634	$653
Shift allowances - maximum salary		$86,307	$92,009	$95,230	$98,564	$102,014	$105,075	$108,228	$111,475	$114,820
Shift allowances - hourly barrier		$68,183	$72,688	$75,233	$77,867	$80,593	$83,011	$85,502	$88,068	$90,711
Shift allowance – weekend and public holidays – maximum salary		$86,307	$92,009	$95,230	$98,564	$102,014	$105,075	$108,228	$111,475	$114,820
Sleepover (Monday – Friday)	30.1(a)	$90.40	$96.28	$99.65	$103.13	$106.74	$109.95	$113.24	$116.64	$120.14
Sleepover (Saturday, Sunday, public holidays*) *New Year's Eve and New Year's Day	30.1(a)	$106.68	$113.61	$117.59	$121.71	$125.97	$129.75	$133.64	$137.65	$141.78

DESCRIPTION	CLAUSE	RATE								
		Effective date (commencing first pay period on or after)								
		Prior to 1 July 2018	1 July 2018	1 July 2019	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024	1 July 2025
Overtime penalty payment - maximum salary	31.1(b)	$86,307	$92,009	$95,230	$98,564	$102,014	$105,075	$108,228	$111,475	$114,820
Overtime - maximum rate	31.2	$86,307	$92,009	$95,230	$98,564	$102,014	$105,075	$108,228	$111,475	$114,820
Recreation leave – maximum salary – fifth week		$86,307	$92,009	$95,230	$98,564	$102,014	$105,075	$108,228	$111,475	$114,820
Recreation leave loading – maximum salary		$86,307	$92,009	$95,230	$98,564	$102,014	$105,075	$108,228	$111,475	$114,820
Instructor / Trainee (per annum)		$538	$570	$587	$605	$623	$642	$661	$681	$701
Clothing (per annum)	24.11	$482.34	$511.28	$526.62	$542.42	$558.69	$575.45	$592.71	$610.50	$628.81
Qualifications Allowance:										
Post Grad Certificate or Additional Certificate	24.8	$82.01	$87.43	$90.49	$93.66	$96.94	$99.85	$102.84	$105.93	$109.11
Degree or Diploma	24.8	$123.02	$131.14	$135.73	$140.49	$145.41	$149.77	$154.26	$158.89	$163.66
Standby and recall (per 12 hour period or part thereof)	24.16	$72.90	$77.64	$80.36	$83.17	$86.08	$88.66	$91.32	$94.06	$96.88

Department of Health and Human Services

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Melbourne Victoria 3000
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DX 210081

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/2395 Disability Services Enterprise Agreement Victoria 2018-2022

Undertaking provided under section 190 of the *Fair Work Act 2009* (Cth)

Pursuant to section 190 of the *Fair Work Act 2009* (Cth), the State of Victoria undertakes as follows in relation to the *Disability Services Enterprise Agreement Victoria 2018-2022* (**Agreement**):

1. That no employees are currently engaged in the Health and Welfare Officer classification; and
2. It will not engage any employees in the Health and Welfare Officer classification during the operation of the Agreement.

Signed for an on behalf of the State of Victoria (Department of Health and Human Services):

Argiri Alisandratos
Acting Deputy Secretary
Children, Families, Disability and Operations Division

26 /10 / 2018

VICTORIA State Government

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

(1) This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

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(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

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

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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(12) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

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