



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Aruma Services
(AG2023/738)

ARUMA VICTORIA ENTERPRISE AGREEMENT 2023

Social, community, home care and disability services

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 21 APRIL 2023

Application for approval of the Aruma Victoria Enterprise Agreement 2023

[1] An application has been made pursuant to s 185 of the *Fair Work Act 2009* (the Act) for the approval of a single enterprise agreement known as the *Aruma Victoria Enterprise Agreement 2023* (Agreement).

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Health Services Union, 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.

[5] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 28 April 2023. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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Annexure A**IN THE FAIR WORK COMMISSION****FWC Matter No.:**

AG2023/738

Applicant:

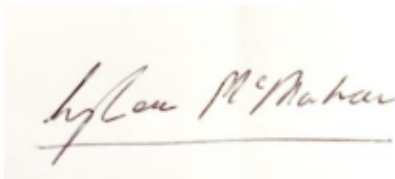
Aruma Services

Undertaking-section 190

I, Lylea McMahon, Chief People Officer for Aruma give the following undertakings with respect to the Aruma Victoria Enterprise Agreement 2023 ("the Agreement"):

1. I have the authority given to me by Aruma to provide this undertaking in relation to the application before the Fair Work Commission.
2. This Agreement will be read and interpreted in conjunction with the NES. There will be no deductions from an NES entitlement.
3. In relation to Clause 39.2, Aruma will comply with s115(3) of the Fair Work Act which provides for substitution of public holidays. Aruma and an individual employee may agree to the substitution of a day or part day for a day or part day that would otherwise be a public holiday. Further if an individual employee who votes 'no' to substitution will have a right to the public holiday as per the NES.
4. In relation to Schedule A: Minimum Wages, Aruma will provide the following rates for Level 1 employees:

Classification	Current		First full pay period on or after 1 July 2023 2%		First full pay period on or after 1 July 2024 2%	
	Weekly pay rate	Hourly pay rate	Weekly pay rate	Hourly pay rate	Weekly pay rate	Hourly pay rate
Level 1 Pay point 1	\$953.42	\$25.09	\$972.49	\$25.59	\$991.94	\$26.10
Level 1 Pay point 2	\$984.30	\$25.90	\$1,003.98	\$26.42	\$1,024.06	\$26.95
Level 1 Pay point 3	\$1,019.70	\$26.83	\$1,040.09	\$27.37	\$1,060.89	\$27.92

Employer name: Aruma**Authority to sign:** Chief People Officer**Signature:**

Date: 20 April 2023

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.



**Aruma Services Victoria
Enterprise Agreement 2023-2025**

Table of Contents

Part 1— Application and Operation.....	4
1. Title.....	4
2. Coverage and parties bound	4
3. Period of operation	5
4. Access to the Agreement and the NES.....	5
5. No extra claims.....	6
6. The Award and the NES and this Agreement.....	6
7. Individual flexibility agreement.....	6
8. Requests for flexible working arrangements	7
Part 2— Consultation, Dispute Resolution, Discipline and Representation	9
9. Consultation	9
10. Dispute resolution	12
11. Joint consultative committee.....	13
12. Employee representation.....	14
13. Disciplinary procedure and performance counselling.....	15
Part 3— Types of Employment.....	19
14. Types of employment.....	19
Part 4— Minimum Wages and Related Matters.....	23
15. Classifications	23
16. Progression	23
17. Training and professional development.....	23
18. Salary packaging.....	26
19. Minimum weekly wages.....	26
20. Allowances.....	27
21. NDIS worker screening checks	29
22. Superannuation	30
23. Payment of wages	31
Part 5— Hours of Work and Related Matters.....	32
24. Ordinary hours of work and rostering.....	32
25. Broken shifts.....	36
26. Sleepovers	36
27. Excursions and client holidays.....	37
28. Remote work.....	38

29.	Saturday and Sunday work	39
30.	Breaks	40
31.	Overtime and penalty rates	40
32.	Shiftwork.....	42
33.	Higher duties.....	43
Part 6— Leave and Public Holidays		44
34.	Annual leave	44
35.	Personal/carer’s leave and compassionate leave.....	47
36.	Reproductive leave	48
37.	Family violence leave.....	49
38.	Community service leave.....	51
39.	Public holidays	51
40.	Ceremonial leave	51
41.	Parental leave	52
42.	Long service leave.....	58
Part 7— Termination of Employment.....		61
43.	Termination of employment.....	61
44.	Redundancy	61
Part 8— OHS and Accident Pay		63
45.	Occupational health and safety	63
46.	Accident make up pay.....	64
Part 9— Signatures		68
Schedule A: Minimum wages.....		69
Schedule B: Classifications.....		70

Part 1— Application and Operation

1. Title

- 1.1 This agreement is the Aruma Victoria Enterprise Agreement 2023 (Agreement).

2. Coverage and parties bound

- 2.1 This Agreement shall apply to:

- (a) Aruma Services (ABN: 31 001 813 403); and
- (b) Employees (excluding trainees as defined by the *Fair Work Act 2009*) of Aruma Services in Victoria who are employed in relation to disability support work in Aruma residential and respite accommodation services, children in Out of Home Care, and Aruma day services and community based services; and are in roles that directly support people living with a disability e.g., Disability Support Workers, Team Leaders and Coordinators; and
- (c) The Health and Community Services Union (an operating name of the Health Services Union (Victoria) No. 2 Branch).

- 2.2 In this Agreement, unless the contrary intention appears:

Agreement means this agreement.

Aruma means employer within the meaning of the *Fair Work Act 2009* (Cth).

Award means the *Social, Community, Home Care and Disability Services Industry Award 2020*.

Commission means the Fair Work Commission.

Coordinator means an employee with supervisory responsibilities who manages the day to day operations of a facility/facilities.

Default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

Disability Support Work means the provision of disability services, regardless of the site of delivery, in accordance with a client's care plan for purposes such as developing independent living skills and enhancing social inclusion and community access.

Document means any record of information, and includes:

- (a) anything on which there is writing; or
- (b) anything on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; or
- (c) anything from which sounds, images or writings can be reproduced with or without the aid of anything else; or
- (d) a map, plan, drawing or photograph.

Employee means national system employee within the meaning of the FW Act

FW Act means the *Fair Work Act 2009* (Cth), or any successor, as amended.

Immediate Family of an employee means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee
- (c) spouse includes a former spouse
- (d) de facto partner of an employee:
 - i. 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. includes a former de facto partner of the employee.

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in the FW Act.

Residential setting means any home that a person living with a disability resides in.

Service and **Continuous Service** are defined by section 22 of the FW Act.

Transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

Union/s means the Health and Community Services Union (Health Services Union, Branch Number 2 Victoria).

- 2.3 Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

3. Period of operation

- 3.1 The Agreement will commence (in accordance with section 54 of the Fair Work Act 2009), seven days after it is approved by the Commission and has a nominal expiry date of 30 June 2025.
- 3.2 With the aim of avoiding protracted negotiations for a new Enterprise Agreement, Aruma, the Union, and employee representatives agree to a renegotiation period. The renegotiation period shall begin 6 months prior to the nominal expiry date. The aim of the renegotiation period is to permit a new Agreement to be reached prior to the nominal expiry date.

4. Access to the Agreement and the NES

- 4.1 Aruma will ensure that copies of this agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

5. No extra claims

- 5.1 This Agreement comprehensively covers the terms and conditions of employment of the employees. No extra claims in respect of any employment matter will be pursued during the life of this Agreement.
- 5.2 Aruma and the Union agree to commence discussions no later than six months prior to the nominal expiry of this Agreement. This clause does not prevent a party from making a claim/s during the six month period prior to the nominal expiry date of this agreement.

6. The Award and the NES and this Agreement

- 6.1 The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. This Agreement replaces the operation of any Award unless a specific provision of this Agreement states otherwise.
- 6.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. Individual flexibility agreement

- 7.1 Notwithstanding any other provision of this Agreement, Aruma and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of Aruma and the individual employee. The terms Aruma and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed.
- 7.2 Aruma will ensure that the terms of the individual flexibility agreement (IFA):
- (a) are about permitted matters under section 172 of the FW Act;
 - (b) result in the employee being better off than the employee would if no arrangements was made; and
 - (c) are not unlawful terms under section 194 of the FW Act.
- 7.3 Aruma and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with Aruma. An employee may nominate a representative including the Union to assist in negotiations of an IFA.
- 7.4 The agreement between Aruma and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no IFA had been agreed to.
- 7.5 The agreement between Aruma and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by Aruma and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

- (b) state each term of this agreement that Aruma and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between Aruma and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.6 Aruma must give the individual employee a copy of the agreement within 14 days after it is agreed to and keep the agreement as a time and wages record.
- 7.7 Except as provided in clause 7.5(a) the agreement must not require the approval or consent of a person other than Aruma and the individual employee.
- 7.8 Aruma seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited Aruma must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.9 The agreement may be terminated:
 - (a) by Aruma or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between Aruma and the individual employee.
- 7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between Aruma and an individual employee contained in any other term of this Agreement.

8. Requests for flexible working arrangements

Employee may request change in working arrangements

- 8.1 This clause applies where an employee has made a request for a change in working arrangements under s.65 of the FW Act.

Responding to the request

- 8.2 Before responding to a request made under s.65, Aruma must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
 - (a) the needs of the employee arising from their circumstances;
 - (b) the consequences for the employee if changes in working arrangements are not made; and
 - (c) any reasonable business grounds for refusing the request.
- 8.3 Aruma must give the employee a written response to an employee's request within 21 days, stating whether Aruma grants or refuses the request.

- 8.4 If Aruma refuses the request, the written response must include details of the reasons for the refusal.

What the written response must include if Aruma refuses the request

- 8.5 The written response under must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- 8.6 If Aruma and the employee could not agree on a change in working arrangements, the written response must:
- (a) state whether or not there are any changes in working arrangements that Aruma can offer the employee so as to better accommodate the employee's circumstances; and
 - (b) if Aruma can offer the employee such changes in working arrangements, set out those changes in working arrangements.

What the response must include if a different change in working arrangements is agreed

- 8.7 If Aruma and the employee reached an agreement under clause 8.2 on a change in working arrangements that differs from that initially requested by the employee, Aruma must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

Dispute resolution

- 8.8 Disputes about whether Aruma has discussed the request with the employee and responded to the request in the way required by this clause, can be dealt with under clause 10—Dispute resolution.

Part 2— Consultation, Dispute Resolution, Discipline and Representation

9. Consultation

9.1 This clause applies if Aruma:

- (a) Identifies a need for significant 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 significant change, but may have a significant effect on an employee; or
- (c) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

9.2 In this clause:

- (a) **relevant employees** means the employees who may be affected by a change referred to in clause 9.1.
- (b) **relevant union/s** means the employee organisations that have the right to represent the industrial interests of the employees the work that is affected by a change referred to in clause 9.1.
- (c) **significant effects** includes but is not limited to:
 - i. termination of employment;
 - ii. changes in the size, composition or operation of Aruma's workforce or skills required;
 - iii. alteration of hours of work;
 - iv. the need for retraining or relocation/redeployment/transfer to another site or to other work;
 - v. the removal or reduction of job opportunities, promotion opportunities or job tenure.
- (d) **significant change** includes but is not limited to:
 - i. the termination of the employment of employees;
 - ii. changes to composition, operation or size of Aruma'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

9.3 Notification

- (a) For a change referred to in clause 9.1(a) and (b):
 - i. Aruma must notify the relevant employees and the Union of the proposal to introduce the relevant change; and
 - ii. clauses 9.4 to 9.10 apply.

9.4 The purpose of the notification is to facilitate a consultative process that provides employees and the union with a genuine opportunity to influence the outcome of the decision making process.

9.5 The relevant employees may appoint a representative for the purposes of the procedures in this term. Where the relevant employees are a member of a union, the union will be the representative of the employees unless the employees appoint another representative or revoke the union's status as their representative and the union is notified of the revocation.

9.6 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and Aruma is advised of the identity of the representative; or
- (b) the relevant employee, or relevant employees, are represented by a union,

Aruma must recognise the representative.

9.7 As soon as practicable after identifying the need for significant change, Aruma must:

- (a) notify the relevant employees and the relevant union/s of the significant change;
- (b) discuss with the relevant employees and the relevant union/s:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures Aruma is taking to avert or mitigate the adverse effect of the change on the employees; and
- (c) for the purposes of the discussion provide, a change impact statement, at least four weeks, where possible, prior to such changes being implemented, to the relevant employees and relevant union/s:
 - i. 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;
- (d) invite the relevant employees to give their views about the impact of the change.

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

9.9 Aruma must give prompt and genuine consideration to matters raised about the change by the relevant employees and/or their union and provide a response to specific issues raised with the view to taking appropriate steps to mitigate the impact of such change.

- 9.10 The parties will make every effort to ensure that issues raised in consultation relating to this clause are dealt with in a timely manner.

Change to regular roster or ordinary hours of work

- 9.11 For a change referred to in clause 9.1(c):
- (a) Aruma must notify the relevant employees of the proposed change; and
 - (b) clauses 9.12 to 9.19 apply.
- 9.12 The relevant employees may appoint a representative for the purposes of the procedures in this term. Where the relevant employees are a member of a union, the union will be the representative of the employees unless the employees appoint another representative or revoke the union's status as their representative and the union is notified of the revocation.
- 9.13 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and advise Aruma of the identity of the representative; or
 - (b) the relevant employee, or relevant employees, are represented by their union,
- Aruma must recognise the representative.
- 9.14 Immediately after deciding to propose the change, Aruma must:
- (a) notify the employee and the relevant representative and/or union/s of the proposed change;
 - (b) discuss with the relevant employees and the relevant representative and/or union/s the introduction of the change; and
 - (c) for the purposes of the discussion--provide to the relevant employees and the relevant representative and/or union/s:
 - i. relevant information about the change, including the nature of the change; and
 - ii. information about what will be the effects of the change on the employees; and
 - iii. information about any other matters that are likely to affect the employees; and
 - iv. 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).
- 9.15 At least 14 days' notice will be given of a change in a roster in community settings and at least 28 days in residential settings.
- 9.16 Consultation regarding change to rosters should occur at a team/employees meeting where possible. A minimum of 2 weeks' notice in residential settings and 1 weeks' notice in community settings, where possible, shall be provided to employees and the union, prior to meeting, in order to enable the union to be present to represent members.

- 9.17 Employees rostered at the workplace but on extended leave or on secondment, should be involved in the roster review consultation process. While rosters are subject to review, the permanent hours of employees will not be reduced without their agreement.
- 9.18 However, Aruma is not required to disclose confidential or commercially sensitive information to the relevant employees. Aruma, employee/s and representatives and/or union/s may enter into an arrangement for Aruma to disclose such information on the basis that it will not be distributed to any other person or organisation.
- 9.19 Aruma must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9.20 If a dispute relating to the roster arises, an employee or their representative may use the dispute resolution procedure in clause 10.

10. Dispute resolution

- 10.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute. This clause does not apply to dispute about termination of employment.

- 10.2 A dispute can be commenced by Aruma, an employee, a group of employees, or a Union.

- 10.3 An employee, or group of employees, involved in a dispute may:

- (a) appoint a representative for the purposes of the procedures in this clause; and
- (b) if the employee, or group of employees, is/are members of a Union, the Union will be entitled to represent the employee/s without appointment.

- 10.4 The employee/s and Aruma will advise the other party in respect of their representation, if any, prior to any meeting commencing.

- 10.5 The representative of an employee has the right to:

- (a) attend and participate in relevant meetings about, or in relation to, the dispute;
- (b) be provided with relevant documents and other materials; and
- (c) refer the dispute to the Commission under clause 10.8 in its own right.

- 10.6 Where the employee chooses another employee to act as their representative they will be released by the employer in paid time, where possible, from normal duties for such periods of time as may be reasonably necessary to enable them to represent the employee concerning matters pertaining to the dispute.

- 10.7 The parties to the dispute will try and resolve the dispute at the workplace level by:

- (a) holding discussions with the immediate supervisor; and
- (b) if the dispute is not resolved, holding discussions with a more senior manager or human resources representative.

- 10.8 Aruma, an employee, union or representative can refer the dispute to the Commission if:
- (a) the discussions at clause 10.6 do not resolve the dispute; or
 - (b) the parties agree to refer the dispute without holding discussions; or
 - (c) it is reasonable in the circumstances to refer the dispute without holding discussions.
- 10.9 The Commission may deal with the dispute in 2 stages:
- (a) The first stage will be mediation, conciliation, expressing an opinion, making a recommendation or any other type of dispute resolution method that is not binding on the parties
 - (b) If the dispute is not resolved after the first stage, the Commission may arbitrate the dispute and make a determination that is binding on the parties. In arbitrating the dispute, the Commission may exercise all procedural powers available to it under the FW Act.
 - (c) The decision of the Commission made when arbitrating the dispute is a decision that can be appealed under Part 5–1 of the FW Act
 - (d) The parties agree to be bound by any decision and/or determination of the Commission made in accordance with this clause, including any decision on appeal.
 - (e) While the parties are trying to resolve the dispute work will continue in accordance with the custom and practice existing immediately before the dispute was commenced, unless the employee has a reasonable concern about an imminent risk to their health and safety. The position of any party to a dispute will not be prejudiced by the continued performance of work. To avoid doubt, a period where the parties are trying to resolve a dispute includes the time the Commission deals with the dispute under clause 10.9.

11. Joint consultative committee

- 11.1 Aruma, its employees and HACSU shall maintain a Joint Consultative Committee (JCC) to facilitate consultation on matters concerning the implementation and application of this Agreement. The JCC will also provide the opportunity for the exchange of information on workplace matters and opportunities for improvement.
- 11.2 Aruma and HACSU will establish an agreed Terms of Reference that will guide the operation of the JCC. The JCC will meet monthly for the first three months after the Agreement is approved and thereafter will endeavour to meet at least every quarter, unless agreed otherwise by the parties, and deal with issues of:
- (a) service delivery;
 - (b) OH&S;
 - (c) rostering;
 - (d) workplace change;
 - (e) employees' professional development and training needs;
 - (f) workforce recruitment and retention;

- (g) processes to enhance resolution of employee grievances; and
- (h) other matters raised by participants.

11.3 The JCC will consist of:

- (a) three (3) HACSU employee delegates;
- (b) one (1) HACSU official;
- (c) with an equal number of Aruma management representatives.

11.4 Aruma management representatives shall be of sufficient seniority and hold the necessary delegated authority to discuss and where reasonable conclude agreement on issues.

11.5 Employees involved in the JCC will be given every opportunity to participate and will be provided with time release or paid time to attend JCC meetings.

11.6 The JCC does not replace Aruma's commitment to consult with all employees about matters that affect their employment conditions. Nor does it replace any mechanisms for formal consultation with employees.

12. Employee representation

12.1 Aruma, Unions and employees covered by this Agreement are committed to representation of employees to maintain harmonious relationships at the workplace level.

12.2 The position of Union delegate/s is recognised as a proper representative of members in the workplace. Aruma will respond professionally and promptly to all issues raised by the union or union delegates. The employment circumstances of a union delegate shall not be changed or otherwise discriminated against by reason that they are or have been a representative or has performed any functions to assist in the resolution of employee grievances.

12.3 Aruma will release an elected delegate of a union on paid time to undertake training conducted by a union, provided the total number of days Aruma has released a delegate for training will not exceed 4 days in a calendar year or an aggregate of 8 days over 2 calendar years. This includes attendance at the annual Delegates Conference and other forums as agreed.

12.4 A maximum of ten (10) union representatives are entitled to the leave in clause 12.3.

12.5 Aruma will give union delegates reasonable access to a private room to meet with individual members and perform union business, including, with prior notice, access to facilities and reasonable time release to consult with co delegates and members on a day to day basis.

12.6 Aruma will give union delegates reasonable access to their IT facilities to perform the representative functions including email, fax, telephone, photocopying, scanning and computer facilities.

12.7 Aruma will provide at least one notice board at each workplace where the union/s may post notices about union activities. Noticeboards will be located in an area where employees regularly take breaks or, where such a space is not available at a particular Aruma worksite, where it is clearly visible to employees.

12.8 Aruma will provide the Agreement and any other relevant material through Aruma's intranet which all employees have access to.

- 12.9 As part of the parties' commitment to cooperative workplace relations, the relevant union representative/delegates will have an opportunity to address new employees as part of their formal orientation/induction to the workplace.

13. Disciplinary procedure and performance counselling

Purpose

- 13.1 The parties to this Agreement agree that Aruma must be able to manage and correct unacceptable behaviour in the workplace. Informal counselling, performance counselling, supervision and the disciplinary procedure are primarily directed towards correcting and/or improving an employee's performance or conduct in the workplace.
- 13.2 The levels of discipline set out in this procedure may or may not be administered in a sequential manner depending on the situation. The circumstances surrounding an employee's action and the seriousness of such actions, will determine the appropriate level of discipline.

Documented disciplinary procedure

- 13.3 Aruma will ensure that it has a clearly documented and published disciplinary procedure that is appropriate to the size and nature of Aruma.

Representation

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

Conduct of disciplinary investigation

- 13.5 When disciplining any Employee or investigating any concern or allegation about the Employee's work performance, Aruma will adhere to the principles of natural justice and will ensure that the Employee:
- (a) is given a clear indication of the concern/s Aruma holds;
 - (b) is afforded a proper opportunity to consider any concerns or allegations before responding to such concerns or allegations;
 - (c) is given a proper opportunity to have representation at any level of any disciplinary process; and
 - (d) is aware of the seriousness and potential consequences of the process being undertaken.
- 13.6 Where the disciplinary matter concerns work performance, the procedure will provide for adequate on-going supervision/support and document the agreed timeframe for work performance improvements.
- 13.7 Where Aruma has concerns about the conduct of an employee, or a performance issue that may constitute misconduct or serious misconduct, Aruma will advise the employee of the concerns in question and all details of the allegation(s) in writing within three (3) business days and conduct a fair investigation having proper regard to procedural fairness.

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

13.9 In considering whether the employee should be disciplined Aruma will consider:

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

Provision of evidence and other relevant information

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

Statutory investigations

13.11 Where Aruma is required to conduct a statutory investigation in line with the provisions of an external regulatory body clauses 13.5 to 13.17 will not apply. Statutory investigations are undertaken as required by the relevant external regulatory bodies which include, but is not limited to, Victorian State Government, Victorian Commission for Children and Young People (Reportable Conduct Scheme) and under the NDIS Act (Reportable Incident Scheme), Transport Accident Commission and any other relevant external regulatory body.

13.12 The employee will be provided with information relevant to the statutory investigation and if the findings of a statutory investigation result in a disciplinary process being initiated, clauses 13.5 to 13.17 will apply to the management of the matter. Nothing in this clause prevents an employee from having a support person or representative with them at any statutory investigation meeting.

Informal counselling

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

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

Formal counselling

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

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

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

(a) Performance Counselling

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

(b) Disciplinary Procedure

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

i. Verbal Warning

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

ii. First Written Warning

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

iii. Final Written Warning

If performance or conduct continues to be unsatisfactory or unacceptable, in spite of a first written warning, the matter will again be discussed with the employee by management. A final written warning will be given to the employee and a copy placed on their personnel file. Expectations for improvement will be clearly explained to the employee. It will be made clear to the employee that further unsatisfactory or unacceptable performance or conduct may result in termination of employment.

iv. Termination of Employment

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

v. Summary Dismissal

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

Suspension

- 13.18 Aruma has the right, at its sole discretion, to either temporarily relocate, redeploy, or suspend with pay, an employee, while it investigates their alleged misconduct.
- 13.19 An employee should not be unreasonably or financially disadvantaged while temporarily relocated, redeployed, or suspended while an investigation is undertaken into their alleged misconduct.

Disciplinary Record

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

Part 3—Types of Employment

14. Types of employment

Employment categories

14.1 Employees under this Agreement will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment.

14.2 Aruma is committed to secure and ongoing employment and as such casual employment is not intended to be used in circumstances where the work is of an ongoing, systematic and predictable nature.

14.3 At the time of engagement, Aruma will inform each employee the basis of their employment. Aruma may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the respective classification. The parties acknowledge that where employees have an existing contract of employment to perform work in a particular practice area, any significant change to their duties may only occur by agreement following reasonable consultation taking into account an employee's skill, competence, and training.

Probation Period

14.4 Permanent employment with Aruma is subject to a probationary period of six months from the date employment starts. The purpose of the probationary period is to allow Aruma to assess an employee's suitability for a position and for an employee to decide whether they wish to work for Aruma.

14.5 Either Aruma or the permanent Employee can terminate employment during the probationary period by giving one week's notice in writing. Aruma can choose to pay an employee instead of the employee working some or all of the notice period.

Full-time employment

14.6 A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week.

Part Time Employment

14.7 A part-time employee is one who is engaged to work less than 38 hours per week or an average of less than 38 hours per week. Part time employees shall be paid per hour an amount equal to 1/38th of the weekly wage appropriate to the employee's classification. The averaging hours provisions that apply to full-time employees also apply to part-time employees.

14.8 The objectives of part-time employment are to maximise:

- (a) Job security;
- (b) Recruitment and retention of a skilled workforce;
- (c) Continuity and responsiveness of care for Aruma participants; and

(d) Work/life balance for employees.

- 14.9 Aruma's intent is that part-time employees are generally engaged to work a minimum of 20 hours a fortnight.
- 14.10 The terms of this Agreement will apply to part-time employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.
- 14.11 Before commencing employment, Aruma and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.
- 14.12 A part-time employee will be paid a minimum of two hours at the appropriate rate for each engagement.
- 14.13 All endeavours will be made by Aruma to provide a minimum shift of 3 hours unless demonstrated client support needs requires a shorter arrangement.

Review of Part Time Hours

- 14.14 Each six months Aruma will review the employee's hours of work.
- 14.15 If an employee has regularly worked above their contracted hours, they will be offered a new contract with hours that reflect their regular hours of work in the previous six months. To avoid doubt, regular hours of work do not need to have been performed on the same day or at the same time.
- 14.16 Aruma does not need to make an offer under clause 14.15 if it is not reasonable to expect the hours will continue to be available (for example, if the hours have been to cover leave of another employee or reflect a temporary work demand with no reasonable expectation of being ongoing).
- 14.17 The outcome of this review is to be recorded in writing.

Casual employment

- 14.18 A casual employee is one who is engaged and paid as such but will not include a part-time or full-time employee.
- 14.19 A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by permanent employees.
- 14.20 Casual employees will be paid a minimum number of two hours, at the appropriate rate, for each engagement.
- 14.21 All endeavours will be made by Aruma to provide a minimum shift of 3 hours unless demonstrated client support needs requires a shorter arrangement.

Offers and requests of casual conversion

- 14.22 Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES. This clause contains further provisions.

- 14.23 A person engaged by Aruma as a casual employee, other than an irregular casual employee, after a sequence of periods of employment during a period of 6 months may request that their employment be converted to ongoing full-time or part-time employment.
- 14.24 An irregular casual employee is one who has been engaged to perform work on an occasional, non-systematic or irregular basis.
- 14.25 A casual employee who has worked an average of 38 or more regular and systematic hours a week in the period of 6 months' casual employment may request to have their employment converted to ongoing full-time employment.
- 14.26 A casual employee who has worked at the rate of an average of less than 38 regular and systematic hours a week in the period of 6 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.
- 14.27 Any request under this clause must be in writing and provided to Aruma.
- 14.28 Where a casual employee seeks to convert to ongoing full-time or part-time employment, Aruma 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.
- 14.29 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 reduced in the reasonably foreseeable future.
 - (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.
- 14.30 Where Aruma refuses a casual employee's request to convert (other than where the employee is an irregular casual), Aruma must provide the casual employee with Aruma's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept Aruma's refusal, this will constitute a dispute that will be dealt with under clause 10 (Dispute Resolution) of this Agreement.
- 14.31 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, Aruma and employee must discuss and record in writing:
- (a) the form of employment to which the employee will convert – that is, ongoing full-time or part-time employment; and
 - (b) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 14.11.

- 14.32 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.
- 14.33 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 Aruma.
- 14.34 A casual employee must not be engaged and/or re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 14.35 Nothing in this clause obliges a casual employee to convert to full-time or part-time employment, nor permits Aruma to require a casual employee to so convert.
- 14.36 Nothing in this clause requires Aruma to increase the hours of a casual employee seeking conversion to full-time or part-time employment.
- 14.37 A casual employee's right to convert is not affected if Aruma fails to comply with the notice requirements in clause 14.30.

Part 4—Minimum Wages and Related Matters

15. Classifications

- 15.1 The definitions for the classification levels are contained in 0.
- 15.2 Aruma must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

16. Progression

- 16.1 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 if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:
- (a) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by Aruma; or
 - (b) where Aruma has adopted an employee development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months' employment.
- 16.2 Movement to a higher classification will only occur by way of promotion or re-classification.

17. Training and professional development

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

Induction training

- 17.2 All employees will participate in a general Orientation and Induction program specific to their work responsibilities. In addition, training may include:
- (a) Face to face programs
 - (b) On line competency based assessments
 - (c) Site specific induction programs.

Shadow shifts

- 17.3 Each new employee, excluding regular and systematic casual employees who have worked consistently at an allocated workplace, will undertake shadow shifts as part of their induction. These shifts will be rostered so as to induct the new employee into all facets of support work including observation of management of clients in the workplace. An employee may request additional shadow shifts which Aruma will duly consider.

Mandatory training

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

- (a) Medication Administration
- (b) Manual Handling
- (c) First Aid training
- (d) Introduction to Person Centred Active Support or Positive Behaviour support

- 17.5 Further mandatory training requirements may exist dependant on an employee's job role, the clients the employee supports and the work location.
- 17.6 In addition to mandatory training all employees covered by this agreement will be entitled to professional development training which is related and appropriate to the employees' work responsibilities and overall development e.g., specific training for a support worker supporting a customer with complex needs. Approval must not be unreasonably denied.
- 17.7 Employees in regional areas will not be required to travel for more than 60 minutes or 100 kilometres to attend mandatory training. If training is not provided within a 60 minute travel period or 100 kilometre radius, Aruma will arrange for mandatory training to occur at the next nearest regional/city centre. Aruma will provide all accommodation, mileage, meals and reimburse sundry expenses to employees where approved overnight travel is required so that the employee will not suffer any financial disadvantage by attending mandatory training.
- 17.8 If an employee is required to travel more than 60 minutes or 100 kilometres and the employee and Aruma agree that, having regard to all matters including health and safety considerations, the employee can travel to and from the training venue without having to stay overnight Aruma will pay to the employee mileage for the travel and reimburse the employee any costs the employee incurs to attend the training so that the employee does not suffer any financial disadvantage.
- 17.9 Appropriate backfill will be provided to assist and encourage Employees to undertake relevant training.
- 17.10 Shifts will be approved for backfilling where there is less than one hour break between the end of a shift and the start of the scheduled training.

Supervision

- 17.11 All employees will be provided with regular, professional, and appropriate supervision. Supervision is provided by a senior worker, who may be the line manager, of the same service stream or another person as otherwise agreed. The focus is supportive assistance and professional development.
- 17.12 The primary purpose and functions of such supervision will be to:
- (a) Assist the employee identify individual skills and training needs that enhances competency and career development.
 - (b) Assist the employee with the correct, effective, and appropriate implementation of policies and procedures.
 - (c) 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.
 - (d) Assist the employee to manage workforce demands and stresses to ensure the Employee is able to continue effectively and safely to do their work.

- (e) Inform the employees about how their work contributes to the goals of Aruma and provide the employee with regular feedback on how they are going.

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

Professional development

17.14 All employees will be entitled to professional development training which is related and appropriate to the employees' work responsibilities and overall development. Approval must not be unreasonably denied.

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

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

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

Study leave

17.18 All permanent employees and regular long term casual employees on a pro-rata basis are entitled to five (5) days or 38 hours paid study leave per year at the employee's base rate of pay.

17.19 Study leave will be paid at 'ordinary time' rate of pay and for clarity does not include penalties or allowances.

17.20 Employees must make an application to Aruma for study leave at least four (4) weeks prior to the commencement of the proposed study leave and shall provide details of the proposed course, study/exam times and the relevance of the study to the employee's employment at Aruma. Aruma shall notify the employee in writing within ten (10) days of receipt of the application whether or not the application is approved and, if not, provide reasons for the rejection of the application.

17.21 Aruma will not unreasonably refuse an employee's request for study leave under this clause where the course of study is relevant to the employee's employment at Aruma.

17.22 Study leave can be used to attend examinations.

17.23 Study leave does not accumulate from year to year. For the purposes of study leave, 'year' means a calendar year.

17.24 All permanent employees may request to undertake additional unpaid training or professional development relevant to their role.

18. Salary packaging

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

19. Minimum weekly wages

- 19.1 Schedule A sets out the wage rates that apply under this Agreement from the first full pay period on or after 1 July 2023 and 1 July 2024.
- 19.2 By operation of section 206 of the FW Act, the wage rates that apply under this Agreement will not be less than the base rates of pay for the employees' classifications under the Award, as adjusted on 1 July (or at any other time) each year.
- 19.3 Allowances (other than expense related allowances) will be adjusted in accordance with the percentage increase in this Agreement, or if greater those applied by the Commission in the Annual Wage Review in the first full pay period on or after July 1 each year.

20. Allowances

Adjustment of expense related allowances

- 20.1 As of the first full pay period on or after July 1st in each year, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- 20.2 The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Clothing and equipment allowance	Clothing and footwear group
Meal allowances	Take away and fast foods sub-group
Vehicle/travel allowance	Private motoring sub-group

Clothing and equipment

- 20.3 Employees are not required by Aruma to wear uniforms.
- 20.4 Aruma will provide gloves, masks, protective clothing and safety equipment as required by an employee to properly and safely perform their role. Where an employee is required (or permitted) to purchase specialist safety clothing or equipment, Aruma will reimburse the employee for the cost of purchasing such special clothing or safety equipment.
- 20.5 If the clothing of an employee is soiled or damaged (excluding normal wear and tear) in the course of the performance of their duties, to the extent that its repair or replacement is necessary, Aruma must reimburse the employee for the reasonable cost incurred in repairing or replacing the clothing with a substitute item, provided that:
- (a) As soon as reasonably practicable the employee provides notice of the soiling or damage and, if requested, evidence that would satisfy a reasonable person of the soiling or damage, how it occurred, and the reasonable repair or replacement costs;
 - (b) At the time the clothing was soiled or damaged the employee had complied with any reasonable requirement of the employer in relation to the wearing of personal protective equipment either provided or paid for by Aruma in accordance with clause 20.4; and
 - (c) The damage or soiling of an employee's clothes is not caused by the negligence of the employee.

Meal allowances

- 20.6 An employee will be supplied with an adequate meal where Aruma has adequate cooking and dining facilities or be paid a meal allowance of \$14.10 in addition to any overtime payment as follows:
- (a) when required to work more than one hour after the usual finishing hour of work or, in the case of shift workers, when the overtime work on any shift exceeds one hour; and

- (b) provided that where such overtime work exceeds four hours a further meal allowance of \$14.10 will be paid.

20.7 Clause 20.6 will not apply when an employee could reasonably return home for a meal within the meal break.

First aid

20.8 Aruma will provide employees with appropriate first aid training.

20.9 A weekly first aid allowance of \$18.01 per week will be paid to a full-time employee where:

- (a) an employee is required by Aruma to hold a current first aid certificate; and
- (b) an employee is required by Aruma to perform first aid at their workplace. For the purposes of this clause the allowance will be paid to employees who perform first aid in response to unexpected situations involving injury or harm to an employee or a client/customer beyond requirements contained in the client/customer support plan/s.

20.10 The provision of first aid means:

- (a) performance of CPR,
- (b) allergic reaction,
- (c) anaphylaxis,
- (d) bleeding control,
- (e) choking and airway obstruction,
- (f) envenomation, using pressure immobilisation,
- (g) fractures, sprains and strains, using arm slings, roller bandages or other appropriate immobilisation techniques,
- (h) respiratory distress, including asthma, and
- (i) shock.

20.11 The provision of the above first aid must be reported to a supervisor and recorded as an incident report.

20.12 The first aid allowance in clause 20.9 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.

Travelling, transport and fares

20.13 Where an employee is required and authorised by Aruma to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate of \$0.92 per kilometre.

20.14 When an employee is involved in travelling on duty, if Aruma cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Aruma on production of receipted account(s) or other evidence acceptable to Aruma.

- 20.15 Provided that the employee will not be entitled to reimbursement for expenses referred to in clause 20.14 which exceed the mode of transport, meals or the standard of accommodation agreed with Aruma for these purposes.

Overnight attendance at meetings/travel

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

Heat allowance

- 20.17 Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to 20 minutes rest after every two hours' work without deduction of pay.
- 20.18 It will be the responsibility of Aruma to ascertain the temperature.
- 20.19 The following amounts will be paid to employees employed at their current place of work prior to 8 August 1991, in the prescribed circumstances in addition to any other amounts specified elsewhere in this Agreement. Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and:
- (a) exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius—\$0.54 per hour or part thereof; or
 - (b) exceeds 46 degrees Celsius— \$0.65 per hour or part thereof.

On call allowance

- 20.20 An employee required by Aruma to be on call (i.e., available for recall to duty at Aruma's or client's premises and/or for remote response duties) will be paid an allowance.
- (a) An employee required by Aruma to be on call will be paid an allowance of \$27.19 in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.
 - (b) The allowance will be \$53.83 in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.

Broken shift allowance

- 20.21 An employee working a broken shift will be paid an allowance as follows:
- (a) An employee working a broken shift with one (1) unpaid break will be paid an allowance of \$18.34 per broken shift.
 - (b) An employee working a broken shift with two (2) unpaid breaks will be paid an allowance of \$24.27 per broken shift.

21. NDIS worker screening checks

- 21.1 Aruma will reimburse permanent employees for the full cost of a NDIS worker screening check renewal every five years.

22. Superannuation

Superannuation legislation

- 22.1 Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Aruma and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the agreement covering the employee applies.
- 22.2 The rights and obligations in these clauses supplement those in superannuation legislation.

Aruma contributions

Aruma must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid Aruma being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

Aruma will make contributions on a fortnightly basis aligned with the regular pay cycles.

Voluntary employee contributions

- 22.3 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Aruma to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as Aruma makes the superannuation contributions provided for in clause 0.
- 22.4 An employee may adjust the amount the employee has authorised Aruma to pay from the wages of the employee from the first of the month following the giving of three months' written notice to Aruma.

Superannuation fund

- 22.5 Unless, to comply with superannuation legislation, Aruma is required to make the superannuation contributions provided for in clause 22.1 to another superannuation fund that is chosen by the employee as notified within 28 days of commencing employment, Aruma must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3 or 22.4 to the following superannuation funds or their successors:
- (a) HESTA Super Fund or any other complying Superannuation Fund.

Absence from work

- 22.6 Subject to the governing rules of the relevant superannuation fund, Aruma must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3 or 22.4:
- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
- i. the employee is receiving workers compensation payments or is receiving

regular payments directly from Aruma in accordance with the statutory requirements; and

- ii. the employee remains employed by Aruma.

23. Payment of wages

23.1 Wages will be paid fortnightly by electronic funds transfer into the bank or financial institution account nominated by the employee.

23.2 Payment on termination

- (a) Aruma must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - i. the employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - ii. all other amounts that are due to the employee under this Agreement and the NES.
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and Aruma making deductions authorised by this Agreement or the Act.

Part 5—Hours of Work and Related Matters

24. Ordinary hours of work and rostering

Ordinary hours of work

- 24.1 The ordinary hours of work will be 38 hours per week or an average of 38 hours per week and will be worked either:
- (a) in shifts not exceeding 8 hours per shift; and
 - (b) as 38 hours per week, an average of 76 over two weeks or an average 152 hours over four weeks.
- 24.2 All endeavours will be made by Aruma to provide a minimum shift length of 3 hours for full time and part time employees unless demonstrated client support needs requires a shorter arrangement.
- 24.3 The ordinary hours in clause 24.1 may be worked up to 10 hours per shift or up to 12 hours per shift in a Residential setting.

Ordinary hours of work

- 24.4 The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Sunday.
- 24.5 A shiftworker is an employee who works shifts in accordance with clause 32—Shiftwork.

Rostered days off

- 24.6 Employees, other than a casual employee, will be free from duty for not less than two consecutive days in each week or four days in each fortnight or eight days in each 28 day cycle. Where necessary, or by mutual agreement, days off may be non-consecutive.

Rest breaks between rostered work

- 24.7 An employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another; provided that this clause does not apply to day shifts that are worked wholly within the spread of hours set by clause 24.4 that are four hours or less duration.
- 24.8 Notwithstanding the provisions of clause 24.5, an employee will not be required to have a rest break between:
- (a) the end of a shift and the commencement of a shift continuous with the start of a sleepover; or
 - (b) a shift commencing after the end of a shift continuous with a sleepover.

on the basis that an employee rostered for sleepover can generally expect to sleep during the sleepover shift and resume duty rested. Where there are multiple disturbances or a lengthy disturbance during a sleepover shift, consultation to ensure fatigue is managed is required.

Rosters

24.9 The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period. However, the roster shall be posted at least 28 days before the commencement of the roster period where there is significant change to a roster which has been stable over a significant period of time.

24.10 Change in roster

- (a) Proposed changes to rosters that impact on the pattern of the roster shall be subject to consultation between Aruma, affected employees and union representatives, as requested, at least 28 days prior to the commencement of the roster in residential settings and 14 days in non-residential settings. Where possible, longer notice should be provided.
- (b) Sufficient time should be given to allow consultation to occur, including with the union, at a convenient time and to permit consultation with the employees concerned to ensure that any results from the consultation process are implemented in a smooth and harmonious manner. This consultation process shall occur in an indicative timeframe of 14-28 days, depending on the service setting.
- (c) Consultation regarding change to rosters should occur at a team meeting where possible. A minimum of 2 weeks' notice in residential settings and 1 weeks' notice in non-residential settings, where possible, shall be provided to employees and the union, prior to the meeting, in order to consult regarding the proposed changes and enable the union to be present to represent members.
- (d) As part of the consultative process, employees and the union will be notified of any proposed roster review and provided with:
 - i. the reasons for the review;
 - ii. the nature of the proposed change/s; and
 - iii. information about any other matters that Aruma reasonably believes are likely to affect the employees.
- (e) Aruma will invite relevant employees to give their views about the impact of the change (including any impact to their family or caring responsibilities).
- (f) Aruma must give prompt and proper consideration to any matters raised by the employees and/or union about the change and will provide a prompt response to those matters raised.
- (g) Employees rostered at the workplace but on extended leave or on secondment should be involved in the roster review consultation process. While rosters are subject to review, the permanent hours of an employee will not be reduced without their agreement.
- (h) If a dispute relating to the roster arises, an Employee or their union representative may initiate the dispute resolution procedure, including seeking the assistance of FWC where necessary.

24.11 However, a roster may be altered at any time:

- (a) by agreement between Aruma and an employee, provided there is an electronic or paper record of the agreement, or

- (b) to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness, or in an emergency; or
- (c) where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked in such a way that the part-time employee still has four rostered days off in that fortnight.

24.12 Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email or other electronic means.

24.13 It is not obligatory for Aruma to display any roster of the ordinary hours of work of casual employees.

General Rostering Principles

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

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

24.16 In reviewing roster patterns, the following shall be considered:

- (a) an appropriate and reasonable work/life balance;
- (b) shift patterns including sleepover shifts, in particular in relation to late finishes and early starts;
- (c) adequate rest periods;
- (d) fair and equitable spread of hours and shifts per permanent employee, per roster;
- (e) fair and equitable access to penalty attracting shifts among all permanent employees;
- (f) physical care and support needs of customers, including maximising opportunities for customers;
- (g) community access/recreation opportunities of customers;
- (h) customers family contact/support; and
- (i) appropriate handover opportunities at key handover periods and preparation time between shifts in residential settings.

24.17 Aruma will not unreasonably refuse employee requests after taking into account reasonable employee personal preferences, individual circumstances and operational requirements.

24.18 Rosters will:

- (a) clearly identify employee hours;
- (b) incorporate regular team meetings relevant to the service or programme stream where meetings are stand-alone shifts;
- (c) incorporate but not specify all administrative and indirect care duties;
- (d) endeavour to provide every second weekend off duty over the relevant roster cycle;

- (e) endeavour to avoid more than 5 consecutive duty shifts;
- (f) endeavour to avoid more than three consecutive sleepover or active night shifts;
- (g) be posted with a minimum of 28 days' notice, for residential settings and 14 days for community settings;
- (h) be displayed in a place conveniently accessible to employees at the workplace or electronically.
- (i) also be provided to the union where they have been involved in the roster review process.

Client cancellation

- 24.19 Where a client cancels or changes the scheduled service, a fulltime or part-time employee may be directed to perform work within the employee's area of skill and competence at the same time without loss of pay.
- 24.20 Where Aruma cannot provide alternative work within the employee's area of skill and competence, Aruma may direct the employee to perform make-up time within the subsequent fortnight and in accordance with the provisions set out below.
- 24.21 **Make-up time** means time equivalent to the duration of the cancelled scheduled work. Make up time may include work with other clients or in other areas of Aruma's disability support business.

When an employee must work make-up time

- 24.22 An employee must work make-up time if:
 - (a) the scheduled work is cancelled no more than 7 calendar days prior to the commencement of the scheduled work; and
 - (b) the employee has been notified of the cancelled shift at least 24 hours prior to the commencement of the scheduled work.
- 24.23 For the avoidance of doubt, if clauses 24.22(a) and 24.22(b) are not met, an employee will be paid for the scheduled work.
- 24.24 If the employee notifies Aruma within 48 hours of being notified under clause 24.20, that they do not agree to work make-up time within the next two weeks, the employee will not be paid for the scheduled work and cannot be required to work make up time.

Rostering make-up time

- 24.25 An employee cannot be required to work more than one make-up shift per week unless by mutual agreement in writing.
- 24.26 If Aruma fails to roster the employee to perform make-up time within two weeks of the client cancellation, Aruma cannot direct the employee to perform make-up time.
- 24.27 Make-up time will be subject to the normal roster rules set out in this clause.

Payment for make-up time

- 24.28 Where clause 24.26 applies, the employee will receive payment for the cancelled service as if they had worked it (including any applicable penalties or loadings).

- 24.29 Where an employee has already been paid pursuant to clause 24.23, they will not receive further payment for working any make-up time unless clause 24.30 applies.
- 24.30 Where the applicable rate of pay for working the make-up time is higher than the rate of pay the employee received for the cancelled service under clause 24.23, the employee will be paid the difference between the two rates of pay.
- 24.31 To avoid doubt, if the employee notifies Aruma in accordance with clause 24.24, the employee will not be paid for the cancelled scheduled work.
- 24.32 Aruma may only direct an employee to work make-up time at a time and place that is reasonable, and an employee must not unreasonably refuse to work make up time.

25. Broken shifts

- 25.1 A broken shift means a shift worked by an employee that includes one or two breaks (other than a meal break) and where the span of hours is not more than 12 hours.
- 25.2 Each attendance within a broken shift will be a minimum of 2 hours.
- 25.3 An employee is restricted to a maximum of three attendances within a broken shift unless the employee and Aruma agree to increase the number of attendances in a particular shift.
- 25.4 Travel time between attendances that occur at different locations must be included and paid as part of the duration of an attendance.
- 25.5 An employee must be paid the shift allowances in accordance with clause 32— Shiftwork in relation to work performed on a broken shift, provided that:

- (a) The shift allowances are only payable in respect of periods of work in a broken shift that satisfy the definitions of morning shift, afternoon shift, evening shift, night shift and public holiday shift (as defined by clauses 32.2 to 32.6 and in accordance with clauses 32.7 to 32.11).

Example: If an employee performs work on a broken shift from 9.00 am to 11.00am (first period of work) and then from 5.30 pm to 8.30 pm (second period of work), the afternoon shift allowance will be payable on the second period of work only.

- 25.6 An employee rostered to work a broken shift must be paid an allowance in accordance with clause 20.21.
- 25.7 All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- 25.8 An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

26. Sleepovers

- 26.1 A sleepover means when Aruma requires an employee to sleep overnight at premises where the client for whom the employee is responsible is located (including respite care) and is not an excursion pursuant to clause 27.
- 26.2 The provisions of clause 26 apply for a sleepover. An employee may refuse a sleepover in the circumstances contemplated in clause 25.8 but only with reasonable cause.
- 26.3 The span for a sleepover will be a continuous period of eight hours.

- 26.4 Where an employee is required to sleepover Aruma will at no cost to the employee provide:
- (a) healthy accommodation (a separate room with a bed – wherever possible single bedrooms will be provided with no more than two employees required to occupy the same bedroom and each employee will be provided a separate bed),
 - (b) a reasonably convenient bathroom or shower room,
 - (c) use of appropriate facilities e.g., linen, cutlery, crockery and blankets (including employee facilities where these exist).
- 26.5 The employee will be entitled to a sleepover allowance of \$84.43 (note the rate will increase in line with July wage increases under the Agreement) for each night on which they sleep over. This payment shall be deemed to provide compensation for the sleepover and also includes compensation for all work necessarily undertaken by an employee up to a total of one hour's duration.
- 26.6 Where work is required to be undertaken during a sleepover period exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- 26.7 Aruma may roster an employee to perform work immediately before and/or immediately after the sleepover period but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work. The payment prescribed by clause 26.5 will be in addition to the minimum payment prescribed by this subclause.

27. Excursions and client holidays

- 27.1 Where an employee agrees to supervise clients in excursion or holiday activities involving overnight stays from home, the following provisions will apply:
- (a) Monday to Friday excursions
 - i. Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - ii. Aruma and employee may agree to accrual of time instead of overtime payment for all other hours.
 - iii. Payment of sleepover allowance in accordance with the provision of clause 26.5.
 - (b) Weekend excursions

Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.
- 27.2 Excursions and client holidays will generally be for a maximum of 7 consecutive nights away, however by mutual agreement with an employee may be longer, if necessary, in line with client needs.
- 27.3 Where an employee is involved in an overnight excursion there will be a break between shifts of:
- (a) 24 hours for 1 night away; or

- (b) 48 hours for 2 or more nights away before a return to the normal roster after the excursion/holiday.

27.4 An employee shall not be financially disadvantaged when participating in client holidays or excursions. Reasonable costs as per clause 20.14 will be planned and approved by agreement prior to the excursion or holiday and reimbursed to the employee.

28. Remote work

28.1 This clause applies where an employee is required by Aruma to perform remote work.

28.2 For the purpose of this clause, remote work means the performance of work by an employee that is:

- (a) not part of their ordinary hours of work rostered (or, in the case of casual employees, not a designated shift); and
- (b) not additional hours worked by a part-time employee or overtime contiguous with a rostered shift; and
- (c) not required to be performed at a designated Aruma workplace.

28.3 Minimum payments for remote work

- (a) Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:
 - i. where the employee is on call between 6.00 am and 10.00 pm—a minimum payment of 15 minutes' pay;
 - ii. where the employee is on call between 10.00 pm and 6.00 am—a minimum payment of 30 minutes' pay;
 - iii. where the employee is not on call—a minimum payment of one hour's pay;
 - iv. where the remote work involves participating in staff meetings or staff training remotely—a minimum payment of one hour's pay.
- (b) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
- (c) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.

28.4 Rates of pay for remote work

- (a) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:
 - i. Remote work performed outside the span of 6am to 8pm will be paid at the rate of 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate thereafter or, in the case of casual employees, at 175% of the minimum hourly rate for the first two hours and 225% of the minimum hourly rate thereafter;
 - ii. Remote work performed in excess of 38 hours per week or 76 hours per

fortnight will be paid at the applicable overtime rate prescribed in clause 31;

- iii. Remote work performed in excess of 10 hours per day will be paid at the rate of 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate thereafter or in the case of casual employees, 175% of the minimum hourly rate for the first 2 hours and 225% of the minimum hourly rate thereafter;
- iv. Remote work performed on a Saturday will be paid at the rate of 150% of the minimum hourly rate or, in the case of casual employees, 175% of the minimum hourly rate;
- v. Remote work performed on a Sunday, it will be paid at the rate of 200% of the minimum hourly rate or, in the case of casual employees, 225% of the minimum hourly rate;
- vi. Remote work performed on a public holiday will be paid at the rate of 250% of the minimum hourly rate or, in the case of casual employees, 275% of the minimum hourly rate.

- (b) The rates of pay in the clauses above are in substitution for and not cumulative upon the rates prescribed in clauses 29—Saturday and Sunday work, 31 —Overtime, 32 —Shiftwork and 39—Public holidays.

28.5 Other requirements

- (a) An employee who performs remote work must maintain and provide to Aruma a time sheet or other record acceptable to Aruma specifying the time at which they commenced and concluded performing any remote work and a description of the work that was undertaken. Such records must be provided to Aruma within a reasonable period of time after the remote work is performed.

28.6 Miscellaneous provisions

- (a) The performance of remote work will not count as work or overtime for the purpose of the following clauses:
 - i. Clause 24.7 — Rest breaks between rostered work;
 - ii. Clause 31.10 — Rest break after overtime;
 - iii. Clause 31.13 —Rest break during overtime.

29. Saturday and Sunday work

29.1 Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half (150%), and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time (200%). These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 32 —Shiftwork.

29.2 A casual employee who works on a weekend will be paid at the following rates:

- (a) between midnight Friday and midnight Saturday – 175% of the ordinary rate of pay (inclusive of the casual loading); and

- (b) between midnight Saturday and midnight Sunday – 225% of the ordinary rate of pay (inclusive of the casual loading).

30. Breaks

Meal breaks

- 30.1 Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.
- 30.2 Where an employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.
- 30.3 Where an employee is required by Aruma to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause 30.2 does not apply. This paid meal period is to be counted as time worked.

Tea breaks

- 30.4 Every employee will be entitled to a paid 10 minute client free tea break in each four hours worked at a time to be agreed between Aruma and employee.
- 30.5 Tea breaks will count as time worked.

31. Overtime and penalty rates

Overtime rates

- 31.1 Full-time employees
 - (a) A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day:
 - i. for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;
 - ii. for all authorised overtime on a Sunday, payment will be made at the rate of double time;
 - iii. for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and
 - iv. overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 32 - Shiftwork and Saturday and Sunday work premiums prescribed in clause 29 - Saturday and Sunday work.
- 31.2 Part-time employees and casual employees
 - (a) All time worked by part-time or casual employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.

- (b) All time worked by part-time or casual employees which exceeds the maximum ordinary daily hours as determined in clause 24.3, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (c) Time worked up to the hours prescribed in clause 24.3 will, subject to clause 31.2 (a), not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).
- (d) Overtime rates payable under this clause will be in substitution for and not cumulative upon:
 - i. the shift premiums prescribed in clause 32—Shiftwork; and
 - ii. the casual loading prescribed in clause 14.19,and are not applicable to ordinary hours worked on a Saturday or a Sunday.

Time off instead of payment for overtime

- 31.3 An employee and Aruma may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- 31.4 Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under this clause.
- 31.5 The period of time off that an employee is entitled to take is the same as the number of overtime hours worked. By making an agreement under clause 31.3 an employee who worked 2 overtime hours is entitled to 2 hours' time off in lieu.
- 31.6 Time off must be taken:
 - (a) within the period of 3 months after the overtime is worked; and
 - (b) at a time or times within that period of 3 months agreed by the employee and Aruma.
- 31.7 If the employee requests at any time, to be paid for overtime covered by an agreement under clause 31.3 but not taken as time off, Aruma must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- 31.8 If time off for overtime that has been worked is not taken within the period of 3 months mentioned in clause 31.6, Aruma must pay the employee for the overtime, in the next pay period following those 3 months, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- 31.9 If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 31.3 applies has not been taken, Aruma must pay the employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

Rest period after overtime

- 31.10 An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 10 consecutive hours off duty between those

times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

- 31.11 If, on the instructions of Aruma, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

Recall to work overtime

- 31.12 An employee recalled to work overtime after leaving Aruma's or client's premises will be paid for a minimum of two hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than two hours the employee will be released from duty.

Rest break during overtime

- 31.13 An employee recalled to work overtime after leaving Aruma's or client's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
- 31.14 The meals referred to in clause 20.6 will be allowed to the employee free of charge. Where Aruma is unable to provide such meals, a meal allowance, as prescribed in clause 20.6, will be paid to the employee concerned.

32. Shiftwork

Engagement in shiftwork

- 32.1 Where Aruma wishes to engage an employee in shiftwork, Aruma will advise the employee in writing, specifying the period over which the shift is ordinarily worked.

Shift definitions

- 32.2 Morning shift means any shift that commences before 6:30 am, that was part of the master roster that an employee in an Aruma disability residential setting worked immediately prior to the approval of the Agreement and was entitled to this penalty prior to the approval of the Agreement.
- 32.3 Afternoon shift means any shift that finishes after 6:00 pm and at or before 8:00 pm Monday to Friday, that is worked by an employee that was employed at Aruma and was working in a disability residential setting immediately prior to the approval of the Agreement and was entitled to this penalty prior to the approval of the Agreement.
- 32.4 Evening shift means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
- 32.5 Night shift means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
- 32.6 A public holiday shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

Loadings for shiftwork

- 32.7 In accordance with clause 32.2, an eligible employee who works a morning shift shall be paid a 10% loading of their base rate for the whole of such shift.
- 32.8 In accordance with clause 32.3, an eligible employee who works an afternoon shift shall be paid a 10% loading of their base rate for the whole of such shift.
- 32.9 An employee who works an evening shift will be paid a loading of 12.5% of their base rate of pay for the whole of such shift.
- 32.10 An employee who works a night shift will be paid a loading of 15% of their base rate of pay for the whole of such shift.
- 32.11 An employee who works a public holiday shift will be paid a loading of 150% of their base rate of pay for that part of such shift which is on the public holiday.

Continuous work

- 32.12 Shifts are to be worked in one continuous block of hours that may include meal breaks and a sleepover.
- 32.13 An example of a continuous shift (and how it would be paid) is as follows:
- (a) An employee commences work on a Wednesday afternoon at 3pm. The employee works until 10pm and then commences a sleepover. The sleepover finishes at 6am on the Thursday. The employee commences work at 6am and finishes at 9am. The shift is considered a continuous block of hours; therefore
 - (b) The employee finished their work after midnight and is entitled to a night shift loading (15%) in accordance with clauses 32.5 and 32.10 for the 10 hours worked and will receive a sleepover allowance in accordance with clause 26.5.

33. Higher duties

- 33.1 Employees who are called upon to perform the duties of another employee in a higher classification under this Agreement for a period of five consecutive working days or more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee so relieved.

Part 6—Leave and Public Holidays

34. Annual leave

34.1 Annual leave is provided for in the NES. This clause contains additional provisions.

Quantum of leave

34.2 An employee (other than a casual employee) accumulates 4 weeks of paid annual leave for each year of service with Aruma. An employee's entitlement to annual leave accumulates continuously based on the number of ordinary hours they work.

34.3 For the purpose of the NES, a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues and is entitled to an additional week's annual leave on the same terms and conditions.

Coordinator

34.4 In addition to their entitlements under the NES, a Coordinator will accrue an additional week of annual leave per annum upon completing 3 or more on call rosters.

Annual leave loading

34.5 In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.

34.6 Shift workers, in addition to their ordinary pay, will be paid the higher of:

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

Annual leave in advance

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

34.8 An agreement must:

- (a) state the amount of leave to be taken in advance and the date on which leave is to commence; and
- (b) be signed by Aruma and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) Aruma must keep a copy of any agreement under clause 34.7 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 34.7 Aruma may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Cashing out of annual leave

- 34.9 Paid annual leave must not be cashed out except in accordance with an agreement under clause 0.
- 34.10 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 34.11.
- 34.11 Aruma and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- 34.12 An agreement under clause 34.11 must state:
- (a) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (b) the date on which the payment is to be made.
- 34.13 An agreement under clause 34.11 must be signed by Aruma and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 34.14 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 34.15 An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 34.16 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- 34.17 Aruma must keep a copy of any agreement under clause 34.11 as an employee record.

Excessive leave accruals: general provision

- 34.18 An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 34.3).
- 34.19 If an employee has an excessive leave accrual, Aruma or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- 34.20 Clauses 34.22 to 34.25 set out how Aruma may direct an employee who has an excessive leave accrual to take paid annual leave.
- 34.21 Clauses 34.26 to 34.30 set out how an employee who has an excessive leave accrual may require Aruma to grant paid annual leave requested by the employee.

Excessive leave accruals: direction by Aruma that leave be taken

- 34.22 If Aruma has genuinely tried to reach agreement with an employee but agreement is not reached (including because the employee refuses to confer), Aruma may direct the employee in writing to take one or more periods of paid annual leave.
- 34.23 However, a direction by Aruma:

- (a) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account; and
- (b) must not require the employee to take any period of paid annual leave of less than one week; and
- (c) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- (d) must not be inconsistent with any leave arrangement agreed by Aruma and employee.

34.24 The employee must take paid annual leave in accordance with a direction under that is in effect.

34.25 An employee to whom a direction has been given may request to take a period of paid annual leave as if the direction had not been given.

Excessive leave accruals: request by employee for leave

34.26 If an employee has genuinely tried to reach agreement with Aruma but agreement is not reached (including because Aruma refuses to confer), the employee may give a written notice to Aruma requesting to take one or more periods of paid annual leave.

34.27 However, an employee may only give a notice to Aruma if:

- (a) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
- (b) the employee has not been given a direction that, when any other paid annual leave arrangements are taken into account, would eliminate the employee's excessive leave accrual.

34.28 A notice given by an employee must not:

- (a) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
- (b) provide for the employee to take any period of paid annual leave of less than one week; or
- (c) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (d) be inconsistent with any leave arrangement agreed by Aruma and employee.

34.29 An employee is not entitled to request by a notice more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 34.3) in any period of 12 months.

34.30 Aruma must grant paid annual leave requested by a notice under this clause.

Single day absences

34.31 Annual leave may be taken in single days.

35. Personal/carer's leave and compassionate leave

Paid personal/carer's leave

- 35.1 Personal/carer's leave and compassionate leave are provided for in the NES. This clause contains additional provisions
- 35.2 Employees who were employed prior to the commencement of this Agreement and who had an entitlement to more than 12 days personal leave per annum will retain the entitlement they had at the time this Agreement commenced.
- 35.3 New employees who are employed after the commencement of this Agreement will be entitled to 12 days of personal leave per annum.
- 35.4 Where an employee requests to attend pre-natal appointments or parenting classes that are only available or can only be attended during the ordinary rostered shift of an employee, then the employee on production of satisfactory evidence to this effect may access their personal leave entitlement under this Agreement.

Unpaid personal/carer's leave

- 35.5 Where a permanent employee has exhausted all paid personal leave entitlements, they are entitled to 3 days of unpaid carers leave to provide care or support for members of their immediate family or household who are ill or injured and require or who require care or support due to an unexpected emergency. An employee is entitled to take up to three (3) days of unpaid leave per occasion , which can be taken as single days or in multiple days.
- 35.6 A casual employee is entitled to 3 days of unpaid carers leave to provide care or support for members of their immediate family or household who are ill or injured and require or who require care or support due to an unexpected emergency. An employee is entitled to take up to three (3) days of unpaid leave per occasion , which can be taken as single days or in multiple days.
- 35.7 Aruma must not fail to re-engage a casual employee because the employee has accessed entitlements provided for in this clause.

Evidence for personal/carer's leave

- 35.8 An employee that is absent from work due to illness or injury on a day immediately before or immediately after a public holiday may be required to provide a medical certificate or statutory declaration indicating that the employee is unfit for duty.
- 35.9 All periods of sickness, other than before or after a public holiday, shall be certified by a registered health practitioner, or where this is not reasonably practicable, by a statutory declaration. Notwithstanding this requirement an employee may take five (5) single day unevidenced absences per year. Aruma may dispense with the requirements of evidence where, in Aruma's opinion, the circumstances are such as not to warrant such requirement.
- 35.10 Before taking personal leave for personal injury or sickness, an employee must as soon as practicable, or preferably within two (2) hours before their next rostered starting time notify Aruma. The notice must include:
- (a) the nature of the illness or injury (if known); and
 - (b) how long the employee expects to be away from work.

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

Emergency leave

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

- 35.13 Where such leave is required:

- (a) the employee must give as much notice as possible for the leave prior to the date on which the employee intends to take the leave; and
- (b) an employee may be required to provide proof of the special circumstances in the form of a statutory declaration or other means of proof approved by the organisation.

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

Compassionate leave

- 35.15 Employees are entitled to 3 days of compassionate leave, which can be taken as single days or in multiple days. Casual employees are entitled to this as unpaid leave.

- 35.16 The employee must provide proof of death or of the serious injury or illness, where required to do so by Aruma.

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

36. Reproductive leave

Definition

- 36.1 For the purpose of this clause, reproductive health is defined as any condition relating to menstruation, perimenopause, menopause, poly-cystic ovarian syndrome and endometriosis, In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services, vasectomy, hysterectomy and Terminations.

- 36.2 A permanent Employee experiencing reproductive health issues is entitled to up to 4 days per year of paid reproductive health leave for the purpose of treatment and management of ill health/symptoms, in addition to any personal leave.

Notice and Evidentiary Requirements

- 36.3 The Employee shall give Aruma notice as soon as reasonably practicable of their request to take leave under this clause.

- 36.4 If required by Aruma, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 36.1. Such evidence may include a document issued by a doctor or other treating health professional (including a medical certificate) or a statutory declaration.

Flexible Working Arrangements

- 36.5 This clause supplements the entitlement to request flexible work arrangements pursuant to clause 8 of this Agreement
- 36.6 In order to provide support to an Employee to manage and/or alleviate symptoms relating to reproductive health and to provide a safe work environment, Aruma will approve any reasonable request from an Employee experiencing reproductive health issues, including but not limited to:
- (a) The right to work from home where practicable;
 - (b) Flexible working hours;
 - (c) Reasonable changes to work environment to provide comfortable working environment to alleviate symptoms or facilitate treatment;
 - (d) the right to access reasonable unpaid leave.

37. Family violence leave

General principle

- 37.1 Aruma recognises that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. Therefore, Aruma is committed to providing support to employees that experience family violence.
- 37.2 Leave for family violence purposes is available to employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

Definition of family violence

- 37.3 Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

Eligibility

- 37.4 Paid leave for family violence purposes is available to all employees with the exception of casual employees.
- 37.5 Casual employees are entitled to access leave without pay for family violence purposes.
- 37.6 Casual employees, rostered to work, will become entitled to paid leave for family violence purposes when the NES is amended to provide a paid entitlement.

General measures

- 37.7 Evidence of family violence may be required and can be in the form of 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.
- 37.8 All personal information concerning family violence will be kept confidential in line with Aruma's policies and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- 37.9 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

- 37.10 An employee that discloses that they are experiencing family violence will be given information regarding any available current support services.
- 37.11 An employee experiencing family violence may raise the issue with their immediate supervisor, union delegate or other person identified by Aruma.
- 37.12 Aruma may develop guidelines to supplement this clause that details the appropriate action to be taken if an employee reports family violence.

Leave

- 37.13 An employee experiencing family violence will have access to 10 days (per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative). This leave will be:
- (a) in addition to existing leave entitlements;
 - (b) may be taken as consecutive or single days or as a fraction of a day; and
 - (c) can be taken without prior approval, provided that the employee will take reasonable steps to advise Aruma as soon as practicable.
- 37.14 An employee may request additional leave and Aruma must consider that request and may, at its discretion, grant additional leave.
- 37.15 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. Aruma may require evidence consistent with clause 37.7 from an employee seeking to utilise their carer's leave entitlement.

Individual support

- 37.16 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Aruma will consider any request for flexible working arrangements and may only refuse a request from an employee experiencing family violence on reasonable business grounds. Flexible working arrangements may include:
- (a) temporary or ongoing changes to their span of hours or pattern of hours and/or shift patterns;
 - (b) temporary or ongoing job redesign or changes to duties;
 - (c) temporary or ongoing relocation to suitable employment;
 - (d) a change to their telephone number or email address to avoid harassing contact; and/or
 - (e) any other appropriate measure.
- 37.17 Any temporary changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the
- 37.18 terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position.
- 37.19 An employee experiencing family violence will be offered access to the Employee Assistance Program (EAP), where Aruma has an EAP service, and/or other available local employee

support resources. Where possible, the EAP will include professionals trained specifically in family violence.

38. Community service leave

- 38.1 Community service leave is provided for in the NES. This clause contains additional provisions.
- 38.2 An employee required to attend for Jury Service during their ordinary working hours shall be reimbursed by Aruma an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service and the amount that the employee would have received in respect of ordinary time they would have worked had they not been on Jury Service.
- 38.3 An employee shall notify Aruma as soon as possible of the date upon which they are required to attend for Jury Service. Further, the employee shall give Aruma proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

39. Public holidays

- 39.1 Public holidays are provided for in the NES. This clause contains additional provisions.

Substitution of public holidays by agreement at the enterprise

- 39.2 Aruma and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
- 39.3 An agreement shall be recorded in writing and be available to every affected employee.

Payment for working on a public holiday

- 39.4 A permanent employee required to work on a public holiday will be paid double time and a half (250%) of their ordinary rate of pay for all time worked.
- 39.5 A casual employee will be paid 275% of the ordinary rate of pay for hours worked on public holidays (inclusive of the casual loading).
- 39.6 Where a declared or substitute public holiday differs from the day on which the holiday would normally fall e.g., Boxing Day falls on the 26th December but the substitute day falls on the 27th December, the employee may elect on which day, they receive the public holiday rate of pay.
- 39.7 When Christmas Day falls on a Saturday or Sunday, employees required to work on Christmas Day will be paid double time and half instead of any other penalties/allowances payable for the hours worked.
- 39.8 Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

40. Ceremonial leave

- 40.1 An employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes or NAIDOC week events will be entitled to up to 10 working days unpaid leave in any one year, with the approval of Aruma.

- 40.2 Aruma will consider requests for further unpaid leave. Requests for such leave will only be denied on reasonable business grounds.

41. Parental leave

- 41.1 Employees are entitled to all of the rights and entitlements to parental leave set out in the National Employment Standards (NES) as if those provisions formed part of this Agreement, as amended from time to time.
- 41.2 Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Definitions

- 41.3 For the purpose of this clause an eligible casual means a casual employee employed by Aruma on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 41.4 For the purposes of this clause, continuous service is work for Aruma on a regular and systematic basis (including any period of authorised leave or absence).

Paid parental leave: primary care giver

- 41.5 An employee who is:
- (a) a full-time or part time employee or eligible casual who has been employed by Aruma on a regular and systematic basis for a minimum of 12 months immediately before taking parental leave; an
 - (b) taking parental leave in connection with the birth or adoption of a child; and
 - (c) the primary care giver of the child (regardless of whether the employee is single, married, in a de facto or same-sex couple, former spouse or former de facto spouse)
- 41.6 Shall be entitled to:
- (a) be paid at the employee's base rate of pay during 12 weeks of their parental leave ("Paid Parental Leave"); and
 - (b) where requested the 12 weeks parental leave may be taken as 24 weeks at half pay or any part to be taken at half-pay for a period equal to twice the period to which the employee would otherwise be entitled; and
 - (c) a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child.
- 41.7 Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- (a) in the case of paid secondary care giver leave, an employee shall be entitled to up to 4 weeks (which need not be taken consecutively), which may commence 1 week prior to the expected date of birth; and
 - (b) in the case of short adoption leave for the secondary care giver, 4 weeks paid leave and up to 2 weeks unpaid leave which may commence at the time of placement.

- 41.8 The leave described in this clause can be taken at any stage up to 6 weeks prior to the expected date of birth but must not start later than the date of birth of the child. In the case of adoption placement of a child under the age of 16 parental leave must start on the date of placement of that child. The child must not have lived continuously with the primary carer for 6 months or more before application for Paid Parental Leave. The leave must be taken in a single continuous period

Paid parental leave: secondary care giver

- 41.9 An employee who is the non-primary care giver of a newly born or adopted child shall be entitled to take up to 4 weeks paid leave at (or near) the time of the birth or adoption paid at the employee's base rate of pay.

Adoption leave

- 41.10 In addition to the provisions in clause 41.1, an employee seeking to take paid parental leave for the purposes of adoption:
- (a) shall be required to provide Aruma with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body;
 - (b) must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day; and
 - (c) is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and Aruma shall agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to 2 days unpaid leave.

Unpaid parental leave

- 41.11 An employee who does not satisfy the qualifying service requirement for the paid components of paid parental leave, or an employee who is not an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks;
- 41.12 An employee who does not satisfy the qualifying service requirement for the paid components of secondary care giver leave, or an employee who is not an eligible casual employee, shall be entitled to leave without pay for a period not exceeding three (3) weeks.
- 41.13 Aruma must not fail to re-engage a casual employee because:
- (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.
- 41.14 The rights of Aruma in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

Pre-natal carer's leave

- 41.15 Where an employee requests to attend pre-natal appointments or parenting classes that can only be attended during the employee's ordinary hours of work then the employee on production of satisfactory evidence may take personal leave for this purpose.

Special parental leave

- 41.16 Where the pregnancy of an employee not then on parental leave terminates within 28 weeks before the expected date of birth, other than by the birth of a living child, then the employee may take unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary.
- 41.17 Where an employee is suffering from an illness not related to the direct consequences of the pregnancy, an employee may take any paid personal leave to which they are entitled in lieu of special parental leave.
- 41.18 Where an employee not then on parental leave suffers illness related to their pregnancy, they may take any paid personal leave to which they are then entitled, and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before their return to work.
- 41.19 The employee will not be in breach of this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected the death of the mother of the child, or other compelling circumstances.

Variation of period of parental leave

- 41.20 Unless agreed otherwise between Aruma and the employee, where an employee takes leave under clause 41, an employee may apply to Aruma 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.

Parental leave and other entitlements

- 41.21 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.

Transfer to a safe job

- 41.22 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee will, if Aruma 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.
- 41.23 An appropriate safe job is a safe job that has:
- (a) the same ordinary hours of work as the employee's present position; or
 - (b) a different number of ordinary hours agreed to by the employee.
- 41.24 If the employee is transferred to an appropriate safe job for the risk period, Aruma must pay the employee for the safe job at the employee's full rate of pay (for the position they were in before the transfer) for the hours that they work in the risk period.
- 41.25 Without limiting clause 41.22 Aruma may require the evidence to be a medical certificate.
- 41.26 If Aruma does not think it to be reasonably practicable to transfer the employee to a safe job, the employee is entitled to take paid no safe job leave for the risk period.

- 41.27 If the employees' pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

Returning to work after a period of parental leave

- 41.28 An employee will notify of their intention to return to work after a period of parental leave at least 4 weeks prior to the expiration of the leave.
- 41.29 Subject to clauses 41.31 to 41.38 below, 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 the clauses above hereof, the employee will be entitled to return to the position they held immediately before such transfer.
- 41.30 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.

Right to request

- 41.31 An employee entitled to primary care giver parental leave may, in addition to the entitlement to vary under clause 41.20, request Aruma to allow the employee to:
- (a) extend the period of unpaid parental leave by a further continuous period of leave not exceeding 24 months;
 - (b) return from a period of parental leave or adoption leave on a part time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.
- 41.32 Where an employee wishes to make a request under clause 41.31, such a request must be made as soon as possible, but not less than 4 weeks before the employee is due to return to work from parental leave.
- 41.33 Aruma 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 Aruma's business. Such grounds may include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.
- 41.34 The employee's request and Aruma's decision and reasons made under this clause must be recorded in writing.
- 41.35 Examples of flexible working arrangements include:
- (a) changes in hours of work for example changes to start and finish times; and/or
 - (b) changes in patterns of work for example split shifts or job sharing; and/or
 - (c) request to work part time with an ability to return to previous full time role at an agreed future date; and/or
 - (d) a change in location of work for example working from home.
- 41.36 An employee may make a request if:
- (a) for a casual employee—the employee is an eligible casual employee of Aruma immediately before making the request;

- (b) for all other employee's —the employee has completed at least 12 months of continuous service with Aruma immediately before making the request.

41.37 The employee's request must be provided in writing at least 4 weeks prior to the commencement of any change, set out details of the change sought and of the reasons for the change.

41.38 Aruma must give the employee a written response to the request within 14 days stating whether Aruma grants or refuses the request.

Refusing the request

41.39 If Aruma refuses the request, the written response under clause 41.31 must include details of the reasons for the refusal.

41.40 Aruma may refuse the request only on reasonable business grounds.

41.41 Without limiting what are reasonable business grounds for the purposes of clause 41.40 reasonable business grounds include the following:

- (a) that the new working arrangements requested by the employee would be too costly for Aruma;
- (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee; that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
- (c) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity; or
- (d) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

Replacement employees

41.42 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

41.43 Before Aruma engages a replacement employee Aruma must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

Communication during parental leave

41.44 Where an employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace, Aruma shall take reasonable steps to:

- (a) 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
- (b) 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.

- 41.45 The employee shall take reasonable steps to inform Aruma 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.

Keeping in touch days

- 41.46 Any keeping in touch day(s) shall be paid at an employee's full rate of pay.
- 41.47 This clause does not prevent an employee from performing work for Aruma on a keeping in touch day while they are taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- 41.48 A day on which the employee performs work for Aruma during the period of leave is a keeping in touch day if:
- (a) the purpose of performing the work is to enable the employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave; and
 - (b) both the employee and Aruma consent to the employee performing work for Aruma on that day;
 - (c) and the day is not within:
 - i. if the employee suggested or requested that they perform work for Aruma on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
 - ii. otherwise — 42 days after the date of birth, or day of placement, of the child; and
 - iii. the employee has not already performed work for Aruma on 10 days during the period of leave that were keeping in touch days. The duration of the work the employee performs on that day is not relevant for the purposes of this clause.
- 41.49 The employee's decision whether to give the consent mentioned in clause 41.48 (c) is taken, for the purposes of section 344 of the FW Act (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the National Employment Standards.
- 41.50 For the purposes of this clause, treat as two (2) separate periods of unpaid parental leave:
- (a) a period of unpaid parental leave taken during the employee's available parental leave period; and
 - (b) a period of unpaid parental leave taken as an extension of the leave referred to in for a further period immediately following the end of the available parental leave period.
- 41.51 Unpaid parental leave is not extended by paid leave or keeping in touch days if, during a period of unpaid parental leave, an employee:
- (a) takes paid leave; or
 - (b) performs work for Aruma on a keeping in touch day;

taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.

Note: Performance of work on keeping in touch days is also dealt with, for the purposes of parental leave pay, in sections 49 and 50 of the Paid Parental Leave Act 2010.

41.52 Aruma will pay superannuation on paid parental leave.

42. Long service leave

42.1 Long service leave is provided for by the NES. The NES provides that where long service leave was provided by a pre-reform award prior to the commencement of the *Fair Work Act*, those award-derived long service leave entitlements form part of the NES. Nothing in this clause is intended to reduce or exclude an entitlement to long service in the NES.

Permanent employees previously covered by RESI

42.2 In the case of a permanent employee who is employed in direct client support roles in residential support services for people with disabilities and/or young people and/or children and who would have been covered by the *Residential Support Services (Victoria) Award 1999* prior to the commencement of the *Fair Work Act*, the long service leave entitlements will be as follows

(a) The entitlement will be for the following for periods of continuous service Aruma:

Period of service	Entitlement
7 years	1/60th
10 years	4 months
Each additional 5 years	2 months

Permanent employees not previously covered by RESI

42.3 In the case of a permanent employee who is employed in direct client support roles in non-residential support services for people with disabilities and/or young people and/or children and who would have been covered by the *Health and Allied Services – Private Sector – Victoria Consolidate Award 1998* prior to the commencement of the *Fair Work Act*, the long service leave entitlements will be as follows:

(a) The entitlement will be for the following for periods of continuous service Aruma:

Period of service	Entitlement
10 years	4 months
Each additional 5 years	2 months

Casual employees

42.4 In the case of a casual employee the Victorian *Long Service Leave Act (2018)* will apply.

Service

- 42.5 Service for the purpose of this subclause includes:
- (a) all periods of paid leave approved by Aruma;
 - (b) all periods of absence of the employee where the absence is authorised in advance in writing by Aruma to be counted as service;
 - (c) all interruptions or ending of employment by Aruma if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave: and
 - (d) all periods an employee was serving in the Australian Defence Force or was made available by Aruma for national Duty.
- 42.6 Service for the purpose of this subclause is taken to be continuous service despite:
- (a) the taking of annual leave or long service leave:
 - (b) any absence from work of not more than fourteen days in any on year on account illness or injury or, if applicable, any longer period taken as paid leave in relation to the illness or injury under clause 35—Personal/carer's leave and compassionate leave.
 - (c) any interruption or ending of the employment by Aruma if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave:
 - (d) any leave of absence of the employee where the absence is authorised in advance in writing by Aruma to be counted as service;
 - (e) any interruption arising directly or indirectly from an industrial dispute:
 - (f) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 46 – Accident make up pay;
 - (g) the dismissal of an employee, but only if the employee is re-employed within a period not exceeding two months after the dismissal:
 - (h) any absence from work of an employee for a period not exceeding twelve months in respect of any pregnancy or adoption;
 - (i) any other absence of an employee by leave of Aruma, or on account of injury arising out of or in the course of their employment.
- 42.7 Aruma and employee may agree for the long service leave to be taken:
- (a) half the pay over double the time; provided that
 - (b) the request is in writing and is at the initiative of the employee.
- 42.8 For all employees, the entitlement to long service leave is calculated using the normal weekly hours of an employee in accordance with s.15 of the *Long Service Leave Act 2018* (Vic). If an employee's current contracted hours of work are greater than the calculation in accordance with s.16 of the *Long Service Leave Act*, the contracted hours will be the basis for payment.
- 42.9 Payment for long service leave can be made by:

- (a) payment in full prior to or on commencing the period of leave;
- (b) payments in parts on the same dates and in the same manner as the ordinary payment of wages under clause 23 (Payment of wages); or
- (c) payments made in any other way agreed between Aruma and the employee before the start of the long service leave.

42.10 Aruma will keep a long service record for each employee that contains their period of service, leave taken and payments made.

Part 7— Termination of Employment

43. Termination of employment

43.1 Notice of termination is provided for in the NES.

Notice of termination by an employee

43.2 The notice of termination required to be given by an employee is the same as that required of Aruma except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

Job search entitlement

43.3 Where Aruma has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with Aruma.

Summary dismissal

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

44. Redundancy

44.1 Redundancy pay is provided for in the NES.

Redundancy process

44.2 Where a redundancy arises Aruma will consult with affected employees and their representatives and provide affected employees in good time with relevant information including the:

- (a) Reasons for any proposed redundancy;
- (b) Number and categories of workers likely to be affected; and
- (c) Period over which any proposed redundancies are intended to be carried out.

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

Weeks' pay

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

- (a) overtime
- (b) penalty rates
- (c) shift allowances

- (d) special rates
- (e) fares and travelling time allowances
- (f) any other ancillary payments of a like nature.

Transfer to lower paid duties

- 44.5 Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and Aruma may, at Aruma's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

Alternative employment

- 44.6 Where Aruma offers the Employee acceptable alternative employment, no severance payment is payable, subject to an order of the Commission.

Employee leaving during notice period

- 44.7 An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

Job search entitlement

- 44.8 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 notice for the purpose of seeking other employment.
- 44.9 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of Aruma, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- 44.10 This entitlement applies instead of clause **Error! Reference source not found..**

Part 8—OHS and Accident Pay

45. Occupational health and safety

- 45.1 This Agreement acknowledges and supports the rights of Employees to work in an environment, which is, safe and without risks to health. Aruma is committed to creating a strong safety culture by:
- (a) Complying with the provisions of the *Occupational Health and Safety Act 2004 (Vic)* (OHS Act), including the Regulations and Codes of Practice;
 - (b) Management of occupational health and safety through a comprehensive approach which aims to control hazards at the workplace, reduce the incidence and costs of occupational injuries and illnesses;
 - (c) Respecting employees' right to be safe at work;
 - (d) Acting with integrity when addressing health and safety matters;
 - (e) Empowering line managers to take action to enable employees to work safely;
 - (f) Enabling open communication on health and safety matters;
 - (g) Using safety management systems to continually learn and improve service delivery.

Consultation and representation

- 45.2 The OH&S Committees shall meet regularly and will facilitate consultation between Aruma and employees on health and safety issues including the development, implementation and review of OH&S policy and procedures, identifying hazards and risks, analysis of the injury/incident trends including occupational assault and workers' compensation performance and review of accident/dangerous occurrence reports together with reports on preventative action taken.
- 45.3 A Designated Work Group (DSW) is a negotiated and agreed grouping of employees who share similar workplace health and safety concerns and conditions. It may be made up of employees in one or more workplaces. The parties shall work cooperatively to ensure that DWGs are established and maintained, and that elections of Health and Safety Representatives (HSRs) are conducted in a timely manner.
- 45.4 Elections for HSRs will be conducted in accordance with the OHS Act and/or the Regulations.
- 45.5 Aruma will post and maintain current in each workplace the names and contact details, including emails of each elected HSRs for DWG's. Such circular shall be required to be posted on a notice board for the regular attention of all Employees working in the workplace.
- 45.6 Each elected HSR 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 HSR, including but not limited to inspecting workplace, consulting with Employees in their DWG's, OH&S representatives and other persons involved in the organising of Employees health, safety and welfare. Reimbursement for reasonable travel in excess of 60 minutes or 100 kilometres will be provided in relation to the above activities.

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

46. Accident make up pay

Definitions

- 46.1 **Act** means the Workplace Injury, Rehabilitation and Compensation Act 2013 (WIRC Act) as amended from time to time.

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

- 46.3 **Accident pay** means:

(a) Total incapacity

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

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

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

(b) Partial incapacity

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

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

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

Payment for part of a week

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

Qualifications for payment

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

(a) accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.

- 46.6 Accident pay shall only be payable to an employee whilst that employee remains in the employment of Aruma by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the WIRC Act. Provided that if an employee who is partially incapacitated cannot obtain suitable employment from Aruma, but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.

- 46.7 Provided further that in the case of the termination by Aruma of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.

- 46.8 In order to qualify for the continuance of accident pay on termination an employee shall, if required, provide evidence to Aruma of the continuing payment of weekly payments of compensation.

- 46.9 Subject to this clause, accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

- 46.10 In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident pay unless the employee has been employed with Aruma at the time of the incapacity for a minimum period of one month.

- 46.11 On engagement, an employee may be required to declare all workers compensation and/or accident claims made under the WIRC Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared Aruma may require the employee to forfeit their entitlement to accident pay under this Agreement.

Maximum period of payment

- 46.12 The maximum period or aggregate period of accident pay to be made by Aruma shall be a total of 39 weeks for any one injury.

Absences of on other paid leave

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

Notice of injury

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

Medical examination

- 46.15 To be eligible for accident make-up pay under this clause, an employee shall comply with applicable workers' compensation legislation requirements regarding participation in medical examinations.
- 46.16 Where, in accordance with the applicable workers' compensation legislation:
- (a) a medical referee gives a certificate as to the condition of the employee and their fitness for work; or
 - (b) specifies work for which the employee is fit; and
 - (c) Aruma makes such work available and such work is refused by the employee or the employee fails to commence such work as specified, accident make up pay shall cease to be paid to the employee. In these circumstances payment shall cease from the date on which the employee refused or failed to commence work.

Cessation or redemption of weekly payments

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

Civil damages claim

- 46.18 An employee receiving, or who has received, accident make-up pay shall advise Aruma of any legal action they may take or has taken for damages. Further, the employee shall, if requested, provide an authority to Aruma entitling Aruma to a charge upon monies payable pursuant to any judgement or settlement on that action and in an amount equal to that paid by Aruma to the employee as accident make up pay.
- 46.19 Where an employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay, Aruma's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by Aruma, the employee shall pay to Aruma any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- 46.20 Where an employee obtains a judgement or settlement for damages against a person other than Aruma in respect of an injury for which they have received accident pay, Aruma's liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by Aruma, the employee shall pay to Aruma any amount of

accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

Variation in compensation rates

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

Insurance against liability

- 46.22 Nothing in this Agreement shall require Aruma to insure against liability for accident pay.

Commencement

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

Death of an employee

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

Part 9— Signatures

For and on behalf of Aruma:

Full Name: Martin Lavery
Title: Chief Executive Officer
Address: Level 3, 20 -24 Wentworth St, Parramatta
NSW 2124

Signature: 
Date: 22 March 2022

Witness Name: Kathleen Bartlett

Witness Signature: 

Date: 22 March 2022

For and on behalf of Health Services Union:

Full Name: Paul Healey
Title: State Secretary
Address: 7 Grattan Street
Carlton Victoria 3053

Signature: 
Date: 23 March 2023

Witness Name: Elisa Dickenson

Witness Signature: 

Date: 23 March 2023

Schedule A: Minimum wages

Classification	Current		First full pay period on or after 1 July 2023 (2%)		First full pay period on or after 1 July 2024 (2%)	
	Weekly pay rate	Hourly pay rate	Weekly pay rate	Hourly pay rate	Weekly pay rate	Hourly pay rate
Level 1 Pay point 1	\$880.10	\$23.16	\$897.70	\$23.62	\$915.66	\$24.10
Level 1 Pay point 2	\$908.50	\$23.91	\$926.67	\$24.39	\$945.20	\$24.87
Level 1 Pay point 3	\$940.90	\$24.76	\$959.72	\$25.26	\$978.91	\$25.76
Level 2 Pay point 1	\$1,157.31	\$30.46	\$1,180.46	\$31.06	\$1,204.07	\$31.69
Level 2 Pay point 2	\$1,193.59	\$31.41	\$1,217.46	\$32.04	\$1,241.81	\$32.68
Level 2 Pay point 3	\$1,229.88	\$32.37	\$1,254.48	\$33.01	\$1,279.57	\$33.67
Level 2 Pay point 4	\$1,262.72	\$33.23	\$1,287.97	\$33.89	\$1,313.73	\$34.57
Level 3 Pay point 1	\$1,293.52	\$34.04	\$1,319.39	\$34.72	\$1,345.78	\$35.42
Level 3 Pay point 2	\$1,330.69	\$35.02	\$1,357.30	\$35.72	\$1,384.45	\$36.43
Level 3 Pay point 3	\$1,359.16	\$35.77	\$1,386.34	\$36.48	\$1,414.07	\$37.21
Level 3 Pay point 4	\$1,387.01	\$36.50	\$1,414.75	\$37.23	\$1,443.05	\$37.97
Level 4 Pay point 1	\$1,492.00	\$39.26	\$1,521.84	\$40.05	\$1,552.28	\$40.85
Level 4 Pay point 2	\$1,530.94	\$40.29	\$1,561.56	\$41.09	\$1,592.79	\$41.92
Level 4 Pay point 3	\$1,570.27	\$41.32	\$1,601.68	\$42.15	\$1,633.71	\$42.99
Level 4 Pay point 4	\$1,605.38	\$42.25	\$1,637.49	\$43.09	\$1,670.24	\$43.95

** By operation of section 206 of the FW Act, the wage rates that apply under this Agreement will not be less than the base rate of pay for the employee's classification under the Award, as adjusted on 1 July (or at any other time) each year.*

Schedule B: Classifications

B.1 Social and community services employee level 1

B.1.1 Characteristics of the level

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

B.1.2 Responsibilities

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

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

The minimum rate of pay for employees engaged in responsibilities which are prescribed by B.1.2(h) is pay point 2.

B.1.3 Requirements of the position

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

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

- (i) developing knowledge of the workplace function and operation;
- (ii) basic knowledge of administrative practices and procedures relevant to the workplace;
- (iii) a developing knowledge of work practices and policies of the relevant work area;
- (iv) basic numeracy, written and verbal communication skills relevant to the work area;
- (v) at this level Aruma is required to offer substantial on-the-job training.

(b) Organisational relationships

Work under direct supervision.

(c) Extent of authority

- (i) Work outcomes are clearly monitored.
- (ii) Freedom to act is limited by standards and procedures.
- (iii) Solutions to problems are found in established procedures and instructions with assistance readily available.
- (iv) Project completion according to instructions and established procedures.
- (v) No Aruma for interpretation.

(d) Progression

An employee primarily engaged in responsibilities which are prescribed by B.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

B.2 Social and community services employee level 2

B.2.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions that are defined by established routines, methods, standards and procedures with limited Aruma to exercise initiative in applying work practices and procedures. Assistance will be readily

available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.
- (g) Employees who are employed as an Advanced DSW (in Residential services only) will be appointed at pay point 4.

B.2.2 Responsibilities

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

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;
- (j) assist with administrative functions;

- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (n) possessing an appropriate qualification (as identified by Aruma) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause B.1.2.

B.2.3 Requirements of the position

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

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

- (i) basic skills in oral and written communication with clients and other members of the public;
- (ii) knowledge of established work practices and procedures relevant to the workplace;
- (iii) knowledge of policies relating to the workplace;
- (iv) application of techniques relevant to the workplace;
- (v) developing knowledge of statutory requirements relevant to the workplace;
- (vi) understanding of basic computing concepts.

(b) Prerequisites

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

(c) Organisational relationships

- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under B.2.2 being undertaken;
- (ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of authority

- (i) work outcomes are monitored;

- (ii) have freedom to act within established guidelines;
- (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

B.3 Social and community services employee level 3

B.3.1 Characteristics of this level

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

B.3.2 Responsibilities

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

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the Aruma for exercising initiative in the application of established work procedures;

- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- (h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (i) supervise a limited number of lower classified employees or volunteers;
- (j) allow the Aruma for exercising initiative in the application of established work procedures;
- (k) deliver single stream training programs;
- (l) co-ordinate elementary service programs;
- (m) provide assistance to senior employees;
- (n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described in subclauses B.1.2 or B.2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

B.3.3 Requirements of the job

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

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) thorough knowledge of work activities performed within the workplace;
 - (ii) sound knowledge of procedural/operational methods of the workplace;

- (iii) may utilise limited professional or specialised knowledge;
- (iv) working knowledge of statutory requirements relevant to the workplace;
- (v) ability to apply computing concepts.

(b) Prerequisites

- (i) entry level for graduates with a relevant three-year degree that undertake work related to the responsibilities under this level—pay point 3;
- (ii) entry level for graduates with a relevant four-year degree that undertake work related to the responsibilities under this level—pay point 4;
- (iii) associate diploma with relevant experience; or
- (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

(c) Organisational relationships

- (i) graduates work under direct supervision;
- (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under B.3.2 being undertaken;
- (iii) operate as member of a team;
- (iv) supervision of other employees.

(d) Extent of authority

- (i) graduates receive instructions on the broader aspects of the work;
- (ii) freedom to act within defined established practices;
- (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

B.4 Social and community services employee level 4

B.4.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally, guidelines and work procedures are established.
- (b) General features at this level require the application of knowledge and skills that are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c) Positions may involve a range of work functions that could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified employees and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

B.4.2 Responsibilities

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

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) although still under general direction, there is greater Aruma to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) provide administrative support of a complex nature to senior employees;
- (h) exercise responsibility for various functions within a work area;
- (i) provide assistance on grant applications including basic research or collection of data;
- (j) undertake a wide range of activities associated with program activity or service delivery;
- (k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

- (i) liaise with other professionals at a technical/professional level;
- (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
- (iii) lead a team within a specialised project;
- (iv) provide a reference, research and/or technical information service;
- (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
- (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
- (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

B.4.3 Requirements of the position

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

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

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

(b) Prerequisites

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

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

(d) Employees working as sole employees will commence at this level.

(e) Organisational relationships

- (i) works under general direction;

- (ii) supervises other employees and/or volunteers or works in a specialised field.

(f) Extent of authority

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

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/738

Applicant:

Aruma Services

Undertaking-section 190

I, Lylea McMahon, Chief People Officer for Aruma give the following undertakings with respect to the Aruma Victoria Enterprise Agreement 2023 ("the Agreement"):

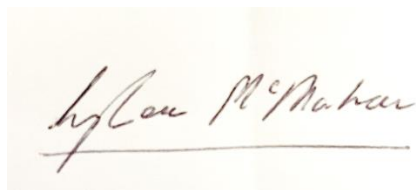
1. I have the authority given to me by Aruma to provide this undertaking in relation to the application before the Fair Work Commission.
2. This Agreement will be read and interpreted in conjunction with the NES. There will be no deductions from an NES entitlement.
3. In relation to Clause 39.2, Aruma will comply with s115(3) of the Fair Work Act which provides for substitution of public holidays. Aruma and an individual employee may agree to the substitution of a day or part day for a day or part day that would otherwise be a public holiday. Further if an individual employee who votes 'no' to substitution will have a right to the public holiday as per the NES.
4. In relation to Schedule A: Minimum Wages, Aruma will provide the following rates for Level 1 employees:

Classification	Current		First full pay period on or after 1 July 2023 2%		First full pay period on or after 1 July 2024 2%	
	Weekly pay rate	Hourly pay rate	Weekly pay rate	Hourly pay rate	Weekly pay rate	Hourly pay rate
Level 1 Pay point 1	\$953.42	\$25.09	\$972.49	\$25.59	\$991.94	\$26.10
Level 1 Pay point 2	\$984.30	\$25.90	\$1,003.98	\$26.42	\$1,024.06	\$26.95
Level 1 Pay point 3	\$1,019.70	\$26.83	\$1,040.09	\$27.37	\$1,060.89	\$27.92

Employer name: Aruma

Authority to sign: Chief People Officer

Signature:



Date: 20 April 2023