

Domestic Violence Action Centre Inc.

Certified Agreement 2017

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PART 1 – PRELIMINARY

1.1 Title

This Agreement is known as the Domestic Violence Action Centre Inc. Certified Agreement 2017.

1.2 Application of Agreement

This agreement is made pursuant to the *Fair Work Act 2009 (the Act)*

1.3 Parties Bound

The Parties to the Agreement are Domestic Violence Action Centre Inc. (DVAC) in respect of employees of DVAC who are members of, or eligible to be members of the Australian Municipal, Administrative, Clerical and Services Union (AMACSU).

1.4 Duration of Agreement

1.4.1 This Agreement shall operate from 7 days after the date of certification by the Fair Work Commission and shall remain in force until 30 June 2020.

1.4.2 The employer is committed during the life of this Agreement and in its renegotiation to negotiate collectively with the employees six months prior to the expiry of this Agreement, for the purposes of making a new Agreement.

1.5 Relationship to parent award

1.5.1 This Agreement shall be read in conjunction with the Social, Community, Home Care and Disability Services Industry Award (2010) (*the Modern Award*) and the National Employment Standards (NES), provided that where there is any inconsistency between this Agreement and the Social, Community, Home

Care and Disability Services Industry Award (2010) and the NES, the instrument that is most beneficial to employees shall take precedence to the extent of the inconsistency.

1.5.2 This Agreement is intended to, on balance, preserve and enhance the overall standard of entitlements contained in the applicable award as they applied immediately before registration of this Agreement, and to modify some award conditions consistent with this overall intention.

1.5.3 The employer shall in each office or place of business conducted by it in which employees covered by this Agreement are employed, keep and make available for perusal by such employees during their own time a current copy of this Agreement.

1.6 Definitions

1.6.1 Social and community services means work designed to aid individuals, groups or communities to attain satisfying standards of life through activities that improve personal and social relationships. Without limiting the generality of the foregoing, social and community services shall include:

- (a) Information collection and provision related to benefits and services and community resources available to clients;
- (b) Supportive and/or crisis counselling;
- (c) Emergency material relief for persons suffering financial hardship;
- (d) Custodial or supportive care and social welfare support for people in residential accommodation, day and occasional care facilities and/or settings or for people who are unable to live independently, or who are not living in a family setting. But this does not include nursing and/or medical services;
- (e) Assessment of individual, family group or community needs;
- (f) Development, implementation and assessment and/or maintenance of individual casework programs;
- (g) Referral and liaison with other workers and professionals, agencies, community groups, organisations or governments;
- (h) Co-ordination of activities and/or facilities for the development of independent living skills and/or social skills;
- (i) Research and analysis of social, welfare and/or community issues, needs or problems;
- (j) Development and maintenance of community resources;
- (k) Community campaign development and organisations;
- (l) Development, maintenance, implementation and evaluation of a family, group and community programme;
- (m) Social welfare or community planning, policy development, interpretation and/or implementation;
- (n) Representation, advocacy, negotiation and mediation within and between communities, agencies, institutions, and governments, or with individuals;
- (o) Counselling and/or social welfare support (not including nursing or medical services) for people living at home and who are unable to live independently;
- (p) Development and transfer of skills and knowledge in community organisation, community education, advocacy, resource management, cultural awareness and other relevant areas within the community;
- (q) Tasks associated with the maintenance of community services and social welfare projects including the preparation of submissions and reports and any incidental financial documentation; and
- (r) Clerical and/or administrative tasks associated with community services work.

1.6.2 Standby means, following consultation with & agreement from an employee to participate, a written instruction to an employee to remain at the employer's place of employment during any period outside the employee's normal hours of duty, and to perform certain designated tasks periodically or on an ad hoc basis.

- 1.6.3 On-call means, following consultation with & agreement from an employee to participate, a written instruction to an employee to remain at the employee's residence or otherwise to be immediately contactable by telephone or paging system outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty.
- 1.6.4 Best Practice shall mean to be the best in each area of the Employer activity. This incorporates the concept of improvement, performance measurement, bench marking and team based approaches to problem solving.
- 1.6.5 Employer shall mean Domestic Violence Action Centre Inc.
- 1.6.6 Parties shall mean Domestic Violence Action Centre Inc. and Australian Municipal, Administrative, Clerical and Services Union (AMACSU)
- 1.6.7 Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include:
- (a) the provision of the same level and quality of services at a lesser input;
 - (b) the provision of a greater level of customer service at the same or lesser input;
 - (c) the development of a capacity to provide increased services in those work units where growth is occurring;
 - (d) updated technology;
 - (e) an agreed combination of the above.
- 1.6.8 AMACSU and Union shall mean the Australian Municipal, Administrative, Clerical and Services Union

1.7 Positive Employment Relations

- 1.7.1 The employer shall, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.
- 1.7.2 The employer recognises the role that workplace union delegate's play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution. On being notified in writing by the AMACSU that an employee has been appointed as a workplace union delegate the employer will recognise the employee as an accredited workplace union delegate of the AMACSU and allow them:
- (a) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the AMACSU members in the workplace;
 - (b) reasonable private access to union members to discuss union business and to non-union members for recruitment purposes;
 - (c) reasonable access to representatives of the employer for the purpose of resolving issues of concern to AMACSU members;
 - (d) Give new employees the name of the current workplace union delegate.
- 1.7.3 This agreement provides for a range of improved leave entitlements and it is agreed that this will require cooperation of all parties to be sustainable. It is also agreed that it is desirable that workplace delegates should have access to relevant training in order to be able to carry out their role in preventing and settling disputes. The employer will consider requests for paid trade union training for a delegate or member nominated by the AMACSU, up to a maximum of 5 days per annum, taking into account operational requirements such as the effect on workload for other employees, whether backfilling is required, the amount of notice provided and the need to maintain the level of service delivery. The employer will not unreasonably refuse such requests.

- 1.7.4 A properly accredited official of the AMACSU shall have rights of access and entry to the premises of the employer in accordance with the Act.

1.8 Preamble and Protected Award Conditions

This agreement is intended to:

- (a) Provide certainty for employees and the employer regarding terms and condition of employment for the life of the agreement;
- (b) Promote respect and co-operation between employees and the employer;
- (c) Support a workplace culture which values professional and ethical conduct; and
- (d) To provide a work environment free of harassment/intimidation where all staff are treated with dignity and respect so that the delivery of services to clients is effective and efficient.

1.9 No Extra Claims

The parties will not pursue any extra claims for changes in relation to matters dealt with by this Agreement, except increases to wages and allowances prescribed in this Agreement.

1.10 Flexibility Provisions

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

(a) the agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee, without coercion or threats.

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

(a) are about permitted matters under section 172 of the Act; and

(b) are not unlawful terms under section 194 of the Act; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 1.10.3 The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

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

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

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

- (e) states the day on which the arrangement commences; and
- (f) advises the employee to seek legal and union advice, and allows sufficient time (at least 2 weeks) for this to occur

- 1.10.4 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 1.10.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.10.6 The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.
- 1.10.7 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 an employer and an individual employee contained in any other term of this Enterprise Agreement.

1.11 Right to Request Flexible Working Arrangements

- 1.11.1 Under the NES, a permanent employee with at least 12 months continuous service, or a long term casual employee with a reasonable expectation of continuing employment on a regular and systematic basis may be eligible to request flexible working arrangements. Flexible working arrangements can include changes in hours of work, patterns of work or work location.
- 1.11.2 The employee may request a change in working arrangements if any of the following circumstances apply to them:
 - (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (c) the employee has a disability;
 - (d) the employee is 55 or older;
 - (e) the employee is experiencing violence from a member of the employee's family;
 - (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 1.11.3 The employee's request must be made in writing and set out the details of the change sought and of the reasons for the change. The employer must give a written response to the employee within 21 days, stating whether the employer is accepting or rejecting the request. The employer may only refuse the request on reasonable business grounds. If the employer refuses the request, the written response must include reasons for the refusal.
- 1.11.4 In the event of a disagreement arising from the outcome of this clause, including whether the employer had reasonable business grounds, the matter may be settled using the dispute settlement procedure of this Agreement.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Grievance and Dispute Settlement Procedures

- 2.1.1 If a dispute relates to a matter under this award, or the NES, or any workplace matter including a dispute about whether a workplace right has been breached, this term sets out procedures to resolve the dispute.
- 2.1.2 In the first instance the parties to the dispute must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and/or management.
- 2.1.3 If such discussions do not resolve the dispute, and all appropriate steps under clause 2 have been taken, a party to the dispute may refer the matter to Fair Work Commission.
- 2.1.4 If the matter cannot be resolved, a party may refer the dispute to Fair Work Commission for resolution. In resolving a dispute, FWC may:
- (a) Use any of its powers, including arbitration powers); and,
 - (b) Without limiting (a) above, where the matter in dispute concerns a decision made by the employer, FWA may conduct a merits review and stand in the shoes of the employer and make a fresh decision to resolve the dispute.
- 2.1.5 Where the matter in dispute remains unresolved, Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 2.1.6 Employees are entitled to be represented by a representative of their choice, including their union. The employer shall recognise the representative for all purposes involved with the resolution of the dispute and shall allow them to perform their role as representative.
- 2.1.7 The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 2.1.8 While parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 2.1.9 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.
- 2.2.10 Employees can take any work related matter to the union or Fair Work Commission for advice in the first instance; and mediation/conciliation or arbitration if necessary.

2.2 Contract of Employment

2.2.1 Upon engagement, an employer shall provide each new employee with a written contract of employment which specifies:

- (a) An outline of the main duties of the position;
- (b) The employee's regular hours of work and the employee's normal span of hours for ordinary duty.
- (c) The employee's classification and rate of pay pursuant to this Agreement.
- (d) The length of any probationary period which might apply and the final working date of the probation period; and
- (e) The nature and detail of engagement in accordance with clause 2.2.2.

2.2.2 An employee shall be engaged on one of the following bases:

- (a) Full-time;
- (b) Part-time;
- (c) Casual; and
- (d) Fixed term.

2.3 Types of Employment

2.3.1 Full-Time Employment

A full-time employee is one who is engaged to work a minimum of 36 hours per week and no more than 38 hours per week, or an average of 36 to 38 hours per week.

2.3.2 Part-Time Employment

- (a) A part-time employee means an employee other than a casual, who is engaged to work regularly for less than an average of 36 ordinary hours per week.
- (b) The ordinary hours for part-time employees shall be within the ordinary span of hours defined in clause 4 of this Agreement.
- (c) Part-time employees shall generally work the hours prescribed in their contracts of employment.
- (d) A part-time employee's hours of ordinary duty may be varied by mutual agreement between the employer and employee, up to a maximum of 38 hours per week, provided that the hours worked fall within the definition of ordinary hours defined in clause 4.1 of this Agreement.
- (e) Any additional hours temporarily worked by a part-time employee shall not affect his/her status as a part-time employee.
- (f) For ordinary working hours, a part-time employee shall receive, on a pro rata basis, equivalent pay and conditions to those of full-time employees in the same classification.

2.3.3 Casual Employment

- (a) A casual employee is one who is engaged and paid as such but will not include a part-time or full-time employee.

- (b) A casual employee will be paid per hour calculated at the hourly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.
- (c) An employee engaged as a casual employee shall be engaged for a minimum period of three consecutive hours for each period of engagement.
- (d) The ordinary hours for a casual employee shall be within the ordinary span of hours specified in clause 4.1.2 of this Agreement
- (e) Caring responsibilities
 - (i) Subject to the evidentiary and notice requirements in 5.4.1 and 5.3.3(a)(ii), casual employees are entitled to not be available to attend work, or to leave work:
 - if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - upon the death in Australia of an immediate family or household member.
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

2.3.4 *Fixed Term Employment*

- (a) A fixed term employee may be engaged to work on either a full-time or part-time basis for the completion of a specified task(s) or project. Examples of such engagement include but are not limited to the following:
 - (i) To relieve in a vacant position arising from an employee taking leave in accordance with this document; or
 - (ii) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
 - (iii) To fill short term vacancies during the recruitment and selection of a permanent employee.
- (b) When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, and the actual or expected duration of employment.
- (c) If a fixed term employee is subsequently appointed to a permanent position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as service with the employer for calculating leave, provided that the employee has not taken or received payment in lieu of leave.

2.4 Duties within Skills, Competency and Training

An employer may direct an employee to carry out such duties as are within the limit of the employee's skill, competence and training and the scope of the employee's Agreement classification.

2.5 Probationary Employment

- 2.5.1 An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed six months.
- 2.5.2 During the probationary period the employee's performance will be monitored and regular feedback will be provided. In addition, the continuation of the position will be discussed with the employee and will be based on the provision of ongoing funding; the need for services being provided by the position; and ongoing satisfactory performance of the employee.
- 2.5.3 Probationary employment shall not apply in respect of casual employees.

2.6 Savings

Nothing in this Agreement shall in itself operate to reduce the existing rights of an employee, which were in existence immediately prior to or at the commencement of this Agreement in respect of allowable matters.

2.7 Notice of Termination

2.7.1 *Notice of termination by employer*

- (a) In order to terminate the employment of an employee the employer must give to the employee at Levels 1 to 5 the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) For employees employed in Levels 6, 7, and 8, at least four weeks notice shall be given.
- (c) In addition to the notice in 2.7.1(a) and 2.7.1(b), employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (d) Payment in lieu of the prescribed notice in 2.7.1(a), 2.7.1(b) and 2.7.1(c) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (e) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (i) the employee's ordinary hours of work (even if not standard hours); and

- (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.
- (f) The period of notice in this clause does not apply:
- i. in the case of dismissal for serious misconduct;
 - ii. to apprentices;
 - iii. to employees engaged for a specific period of time or for a specific task or tasks;
 - iv. to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - v. to casual employees.
- (g) Continuous service is defined in clause 5.11.

2.7.2 *Notice of termination by an employee*

- (a) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the notice specified in 2.7.1(a) or 2.7.1(b) the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 2.7.1(d).

2.7.3 *Job search entitlement*

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

2.7.4 *Transmission of business*

Where a business is transmitted from one employer to another, as set out in clause 2.9 - Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

2.8 **Introduction of Change**

Consultation

- 2.8.1 This term applies if the employer:
- (a) is seriously considering the introduction of a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 2.8.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 2.8.3 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 2.8.4 As soon as practicable, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 2.8.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.8.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 2.8.7 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and sub clauses (3) and (5) are taken not to apply.
- 2.8.8 In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
 - (h) changes to the legal or operational structure of the employer or business.

Change to regular roster or ordinary hours of work

- 2.8.9 For a change referred to in paragraph (1) (b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) sub clauses (11) to (15) apply.
- 2.8.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 2.8.11 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 2.8.12 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
- (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

2.8.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

2.8.15 In this term:
"relevant employees" means the employees who may be affected by a change referred to in sub clause (1).

2.9 Redundancy

2.9.1 *Definitions*

- (a) Business includes trade, process, business or occupation and includes part of any such business.
- (b) Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- (c) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (d) Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
 - i. overtime;
 - ii. penalty rates;
 - iii. disability allowances;
 - iv. shift allowances;
 - v. special rates;
 - vi. fares and traveling time allowances;
 - vii. bonuses; and
 - viii. any other ancillary payments of a like nature.

2.9.2 *Transfer to lower paid duties*

Where an employee is transferred to lower paid duties (by mutual agreement) 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 the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

2.9.3 *Severance pay*

An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
------------------------------	---------------

Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay

*week's pay is defined in section 2.9.1(d)

- (a) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- (b) Continuous service shall be calculated in the manner prescribed by clause 5.11.

2.9.4 *Employee leaving during notice period*

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 2.7 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

2.9.5 *Alternative employment*

- (a) An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- (b) This provision does not apply in circumstances involving transmission of business as set in 2.7.4.

2.9.6 *Job search entitlement*

- (a) During the period of notice of termination given by the employer in accordance with 2.7.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) The job search entitlements under this clause apply in lieu of the provisions of 2.7.3.

2.9.7 *Employees exempted*

- (a) This clause does not apply to:
 - (i) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - (ii) probationary employees;
 - (iii) apprentices;
 - (iv) trainees;
 - (v) employees engaged for a fixed term; or
 - (vi) casual employees.

2.9.8 *Transmission of Business*

This clause will apply where the employer (the old employer).

- (e) Proposes to transmit to a new employer the business or any part of the business covered by this Agreement
- (b) Transmits to a new employer the business or any part of the business covered by this Agreement

2.9.9 Where an old employer proposes to transmit the business or any part of the business, the old employer shall:

- (a) Notify the employees affected and the AMACSU of the proposed transmission; and
- (b) Discuss with the employees affected and the AMACSU the effect of the transmission of business.

2.9.10 The discussion will commence as soon as practicable after a decision has been made by the old employer to transmit the business or part of the business.

2.9.11 The old employer will consider and respond to any reasonable concerns raised by employees and the AMACSU about the terms of the proposed transmission. In the event of a dispute about the old employer's response to concerns raised by employees, the disputes settling clause of this agreement will be utilized to resolve these concerns,

2.9.12 The old employer shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the AMACSU and the proposed new employer.

2.9.13 The employer shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer to apply terms and conditions of employment, including the employer contribution to superannuation, that are equal to or superior to those which applied to each employee immediately prior to the transmission of business occurring, including terms and conditions derived from this Agreement, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at the time of the proposed transmission.

2.9.14 The old employer shall ascertain whether the new employer proposes to recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits and service in respect of:

- (a) Annual Leave

- (b) Long service leave
 - (c) Personal/carer's leave
 - (d) Redundancy
- 2.9.15 If the new employer does not propose to accept responsibility for and recognise all previous service and accrued entitlements, the old employer must, immediately prior to the transmission of the business, pay to employees their accrued entitlements derived from all industrial instruments specified above and in doing so shall recognise all service with the old employer (plus any previous service recognised by the old employer) without limitation (e.g. no service thresholds for long service leave) including a redundancy payment in accordance with this Agreement, based on recognition of all service with the old employer.
- 2.9.16 The new employer shall offer a contract of employment to transmitting employees in accordance with the provisions of this clause. If the new employer does not offer conditions of employment equal to or superior to those provided by the old employer on an on-going basis, an entitlement to a redundancy will be triggered and the old employer must make the payments provided for in this Agreement. Any new offer of employment/common law employment contract offered to transmitting employees will not include any period of probationary service with the new employer such as would exclude the transmitting employee from making a claim with regard to termination of employment. If a probationary period of employment and/or a qualifying period of employment is included in any offer of employment with the new employer such that a claim for relief with regard to termination of employment in either period would be prevented, an entitlement to redundancy will be triggered and the old employer must make the payments provided for in this Agreement.
- 2.9.17 To avoid doubt, the period of employment which the employee has had with the old employer or any prior employer which has been recognised by the old employer shall be deemed to be service of the employee with the new employer, for all purposes.
- 2.9.18 Any dispute over the application of this Agreement may be referred to the Fair Work Commission in accordance with the provisions of the dispute settling clause of this agreement.

2.10 Occupational Superannuation

2.10.1 Superannuation legislation

- a) 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 employers 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, the default fund specified in this Agreement applies.
- b) The rights and obligations in these clauses supplement those in superannuation legislation.

2.10.2 Employer contributions

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

2.10.3 Voluntary employee contributions

- a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation

wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 2.11. .

- b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- c) The employer must pay the amount authorised under clauses 2.10.3 or 2.10.3 no later than 28 days after the end of the month in which the deduction authorised under clauses 2.10.3 was made.

2.10.4 Superannuation fund

The employer is required to make the superannuation contributions provided for in clause 2.10 to the fund of the employee's choice. If the employee does not nominate a fund, the default fund shall be HESTA Super Fund.

2.10.5 Salary Sacrifice to Superannuation

- a) An employee may elect to sacrifice a portion of their salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- c) (Insert name of employer) will not use any amount that is salary sacrificed by an employee to count towards obligation to pay contributions under the Superannuation guarantee legislation.
- d) Contributions payable by (insert name of employer) in relation to the Superannuation Guarantee legislation will be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- e) Any additional superannuation contributions made in accordance with this clause will be paid into the same superannuation fund that receives (insert name of employer) Superannuation Guarantee contributions.
- f) Any allowance, Penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, will be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

2.10.6 Absence from work—Social and community services employees

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 2.10.3 and pay the amount authorised under clause 2.10.3

- 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 the employer in accordance with the statutory requirements; and
 - II. the employee remains employed by the employer.

PART 3 – WAGES AND ALLOWANCES

3.1 Wage and Allowance Increases

- (a) In consideration of the commitment of all parties to this Agreement all wages and allowances, including the supported wage prescribed by this agreement, will be increased as outlined in clause 3.2 on 1 July of every year for the duration of the agreement.
- (b) Allowances will be indexed in line with wage increases, and will not fall below the Modern Award Allowances. Current allowances are attached at the end of this document.

3.2 Wages Schedule

This agreement provides for increases in salary and allowances as follows:

- (a) 2.5% per year for the life of this agreement, or the Fair Work Commission's Annual Wage Review, or the national minimum CPI Indexation (whichever is the greater) to be applied on the first pay cycle after July 1 each year
- (b) The current rates of pay and allowances (at the time that this agreement was made) are set out in the table attached at the end of this document. Current rates of pay and allowances will be updated every tax year.
- (c) These annually updated wage and allowance schedules will be the basis from which current wage are calculated each year.

Weekly rate of pay is calculated by dividing the annual rate of pay per annum by 52. Hourly rate of pay is calculated by dividing the weekly rate by 38.

In the event of any dispute about calculations of rates of pay, the annual rate is taken as the starting point for calculation

3.3 Payment of Wages

- 3.3.1 All wages shall be paid weekly or fortnightly by cash, cheque or electronic transfer by agreement between the employer and employee.
- 3.3.2 Wages shall be paid during working hours on a weekday mutually agreed by the employer and employees, being not more than five days following the end of the pay period. The pay day, once agreed, may be changed by mutual agreement

3.4 Salary Benefits

Where agreed between the employer and a full-time or part-time employee, an employer may introduce remuneration packaging in respect of salary, as outlined in Clause 3.1 and Wages Schedule 3.2. The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this Enterprise Agreement.

A salary package is not compulsory.

- 3.4.1 The determination of the mix of salary and benefits is a matter for agreement between the employer and the employee, as long as the maximum Fringe Benefit amount per employee does not exceed the ATO capping limit or 50% of base salary, whichever is reached first.
- 3.4.2 The terms and conditions of a salary package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the relevant Award for each employee.
- 3.4.3 All salary linked entitlements, such as superannuation and annual leave loading shall be calculated on the Award rate of salary from which the package was originally calculated.
- 3.4.4 The terms and conditions of the remuneration package will be review: On an annual basis, at least one month prior to the expiration date of the existing agreement.
 - (i) In the event of any legislative changes or other changes affecting the cost to the employer or to the value to the employee of the salary package.

- (ii) In the event of changes to funding arrangements for DVAC.
 - (iii) In the event of changes to the employee's rate of pay through increments, reclassification or living wage adjustment.
 - (iv) Agreed changes arising out of a review of a salary sacrifice or salary package arrangement will be acknowledged in the form of a new "SALARY SACRIFICE / PACKAGE AGREEMENT".
- 3.4.5 The employee may cancel the remuneration package arrangement by giving one month's notice in writing to the employer. Alternatively, the employer may terminate the arrangement by giving the employee three months notice in writing. The cancellation period may be shorter by mutual agreement, or where the employer ceases to attract an exemption from the payment of Fringe Benefit Tax either in whole or in part, in which case all salary packing arrangements shall be terminated or the individual employees' wages will revert to those specified in *Attachment 1: Wages and Allowances Schedule*.

3.5 Classification/Reclassification of Positions

- 3.5.1 Positions will be classified in accordance with the work level descriptions provided for in clause 3.5.
- 3.5.2 Position descriptions shall be used as the primary source of classifying positions. The position description shall be compared to the work level definitions to determine which level best describes and fits the position description.
- 3.5.3 The employer may appoint an employee on a pay-point other than the entry point based on an employee's previous relevant experience.
- 3.5.4 An employee may make a written application for reclassification of his or her position where there has been either:
- (a) Significant and identifiable changes in the nature of work and duties performed; or
 - (b) Significant increases in responsibilities; or
 - (c) Significant changes in the skills, knowledge and experience required when undertaking the duties.
- 3.5.5 Should an employee be successful in his or her position being reclassified the date of effect shall be the date of lodgement of the application.
- 3.5.6 An employee may request a person of his or her choice to represent him or her and to be party to any discussions with the employer concerning an application for reclassification.

3.6 Classification Descriptors

Community services worker classification descriptions are contained at Attachment 2.

3.7 Staff Development and Progression

3.7.1 *Incrémental progression*

- (a) An employee shall not move from one pay point to the next pay point within the classification level until:
 - (i) Either the employee has been paid at the same rate for twelve months; and
 - (ii) The employee has given satisfactory service over the preceding twelve months; and
 - (iii) The employee has, on assessment, acquired and is required by the employer to utilise new and/or enhanced skills within the ambit of the level definition for his/her position or other skills

where agreed at the staff development/performance review, and this has been certified in writing following, and as part of, the assessment process.

- (b) In cases where the review is delayed the anniversary date (for full time employees) and 12 months service (for part time or casual employees), shall not be changed and the increase, if any, will be paid retrospectively to the anniversary date or the expiration of 800 ordinary hours.
- (c) Movement to a higher classification shall only occur by way of promotion or reclassification. An exception to this rule will occur when a degree qualified employee classified within level 3 will progress to level 4 subject to the following:
 - (i) An employee who possesses a relevant 3 year degree and has spent 2 years within level 3; or
 - (ii) An employee who possesses a relevant 4 year degree and has spent 12 months within level 3 and;
 - (iii) The employee meets the requirements of Level 4 and the provisions of clause 3.8.

3.7.2 *Staff Development/Performance Review*

- (a) An annual Staff Development/Performance Review shall be conducted for all employees. The review shall be confidential, and, without limiting the scope, is intended to identify:
 - (i) The new or enhanced skills required by the employer, if any, together with proposed competency levels required where appropriate;
 - (ii) Any development and expansion anticipated by the employer for the employee in his/her position both in the short term and the longer term;
 - (iii) Current training needs to be undertaken to meet organisation objectives in both the short and long term to enable an employee to meet the standards of his/her existing position;
 - (iv) The performance objectives required;
 - (v) Current performance.
- (b) An employee who has been absent in excess of three months in aggregate shall have the review delayed by the period of absence.

3.8 **Employees performing Higher Duties**

Subject to the provisions, set out in this Agreement, an employee who is required by the employer to perform duties in a higher classification under this Agreement for five consecutive working days or more shall be paid at a rate not less than the minimum rate prescribed for the higher classification for the period for which duties are performed.

3.9 **Allowances**

3.9.1 *Travelling and motor vehicle allowance*

- (a) Should an employee be required to use his/her own vehicle on the employer's business, the employee is to receive a vehicle allowance in accordance with the Modern Award (see attachment 1 for current rates).
- (b) An employee required to travel by other means in connection with his/her work shall be reimbursed the pre-approved costs of all reasonable travelling expenses (such as transport, meal & accommodation expenses) so incurred, with reasonable proof of such expenses to be provided by the employee to the employer.
- (c) Where an employee is called out on duty at night or at other times than his/her normal hours, he/she shall be reimbursed his/her fares including taxi fares or, if using his/her own vehicles to travel between

home and work, he/she shall receive a travelling allowance as set out in *Attachment 1: Wages and Allowances Schedule*, subject to returning home prior to commencing work.

3.9.2 *Travelling expenses*

An employee required to stay away from home overnight shall be reimbursed the cost of reasonable board, lodgings and meals. Reasonable proof of costs so incurred is to be provided by the employee to the employer.

3.9.3 *Overtime meal allowances*

Employees shall receive a meal allowance in accordance with the Modern Award (see attachment 1 for current rates) in the following circumstances:

- (a) Where the employee works overtime one hour on any of the days upon which ordinary hours are worked; or
- (b) Where the employee works five hours or more on a day which is not an ordinary working day.
- (c) A meal allowance will not be paid if the employer provides a reasonable meal.
- (d) A meal allowance will not be provided where an employee could reasonably return home for a meal.

3.9.4 *Sleepovers*

- a) Where an employee is required to sleep overnight on the employer's premises for a period not exceeding eight hours an allowance of 4.9% of the standard rate in accordance with the Modern Award shall be paid in respect to each instance in addition to any other payments. An employee will be reimbursed for any expenses for board and lodgings in respect of each such instance.
- b) An employee on sleepover shall be provided with, or paid for, at least four hours' work for each instance where the employee is required. Such work shall be performed immediately before or immediately after the sleepover period. The payment prescribed by *Attachment 1: Wages and Allowances Schedule* shall be in addition to the minimum payment prescribed by this clause.
- c) In the event of the employee on sleepover being required to perform work during the sleepover period, the employee shall be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment shall be made at the prescribed overtime rate for the duration of the work.
- d) An alternative arrangement which is no less favourable than 3.11.4(c) above may be entered into in writing between the employer and employee.
- e) An employee may refuse a sleepover with reasonable cause.

3.9.5 *Excursion Provisions*

Where an employee agrees to supervise clients in excursion 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. The employer 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 *Attachment 1: Wages and Allowances Schedule*.
- (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.

3.9.6 *First aid*

An employee who holds a current first aid certificate issued by the St John's Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is designated by his/her employer to perform first aid duty at his/her workplace shall be paid an allowance in accordance with the Modern Award (see attachment 1 for current rates).

3.9.7 *On-call allowance*

An employee rostered to be on-call shall receive an additional amount for each 24 hour period or part thereof in accordance with the Modern Award. (See attachment 1 for current rates):

- (a) When an employee is required to be on-call and the means of contact is to be by telephone, the employer shall provide the employee with a mobile phone for work use.
- (b) An employee shall be reimbursed the cost of all telephone calls made on behalf of the employer as a result of out of hours contact.

3.9.8 All allowances provided for in this agreement will increase in alignment with corresponding allowances in the Modern Award.

PART 4 – HOURS OF WORK

4.1 **Hours of work**

4.1.1 *Ordinary Hours of Work*

- (a) The ordinary hours of work will be 36-38 hours per week or an average of 36-38 hours per week and will be worked either:
 - i in a week of five days in shifts not exceeding eight hours each;
 - ii in a fortnight of 72-76 hours in 10 shifts not exceeding eight hours each; or
 - iii in a four week period of 152 hours to be worked as 19 shifts of eight hours each, subject to practicality.
- (b) By agreement, the ordinary hours in clause 4.1.1 may be worked up to 10 hours per shift.

4.1.2 *Work Outside the Spread of Hours*

Ordinary hours shall be from 6.00am - 8.00pm. Any work undertaken outside of this spread of hours shall be compensated as at the following rates:

- a) Saturday work – time and half for the first 3 hours, double time after that;
- b) Sunday work – double time;
- c) from 8.00pm - midnight Monday to Friday – a loading of 20% on their ordinary rate of pay
- d) from midnight - 6.00am Friday to Sunday – a loading of 35% on their ordinary rate of pay

4.1.3 *Late/Early Work*

- (a) Employees who are required to work outside the designated ordinary spread of hours shall be paid:

- (i) A loading of twenty percent on their ordinary rate of pay for work performed beyond their spread of hours and 12.00 midnight Monday to Fridays inclusive.
- (ii) A loading of 35 percent on their ordinary rate of pay for work performed between the hours of 12.00 midnight and the commencement of their spread of hours between midnight Sunday and their designated start time on Friday.

4.2 Method of working 38 hour week

4.2.1 The 38 hour week shall be implemented on one of the following basis, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (a) By employees working less than eight ordinary hours each day; or
- (b) By employees working less than eight ordinary hours one or more days during each work cycle; or
- (c) By fixing one or more work days on which all employees will be off during a particular work cycle; or
- (d) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

4.2.2 Notwithstanding any other provision in this clause, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within twelve calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

4.2.3 Where a rostered day off falls on a public holiday, another day shall be agreed to be taken in lieu.

4.3 Breaks

4.3.1 Meal Breaks

- a) 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.
- b) 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.
- c) Where an employee is required by the employer 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 *Attachment 1: Wages and Allowances Schedule* does not apply. This paid meal period is to be counted as time worked.

4.3.2 Tea breaks

- a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employer and employee.
- b) Tea breaks will count as time worked.

4.4 Shiftwork

Continuous shift work for the purposes of this clause means work done by an employee where the hours of work are regularly rotated through day, afternoon and night shifts covering a 24 hour per day operation over seven days of the week and 52 weeks of the year.

Where an employer wishes to engage an employee in shiftwork, the employer will advise the employee in writing of the shift required. The employee shall be entitled to shift allowances in accordance with the Modern Award.

4.4.1 A shift should be 8 hours and 10 hours by agreement only, inclusive of meal time:

- (a) Provided that by agreement between an employer and the majority of employees in the plant or work section or section concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
 - i. The employer and the employee concerned being guided by the occupational health and safety
 - ii. Proper health monitoring procedures being introduced
 - iii. Suitable roster arrangements being made and
 - iv. Proper supervision being provided

4.4.2 *Shift Break*

Shift workers, shall be allowed 30 minutes for a shift break during each full shift, to be taken by the employee at such time and in such manner as will not interfere with continuity of work where continuity is necessary. No deduction shall be made from the wages of an employee for a meal break.

4.4.3 If a holiday mentioned in *Attachment 1: Wages and Allowances Schedule* falls on a day on which a shift worker is rostered off, an extra day shall be added to annual leave.

4.4.4 An employee shall wherever practicable, have at least ten hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift. If on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty; double rates shall be paid until such period off duty is provided without loss of ordinary pay for such time off.

- (a) This clause shall not apply where an employee resumes or continues work as agreed between the employee and the employer or between the employee and another employee.

4.5 Overtime

4.5.1 *Payment entitlements for overtime*

- (a) A full-time employee shall be paid overtime where the employee works more than 152 hours in any 28 day period or where the employee works more than ten hours in any one day or where the employee works outside of the spread of ordinary hours on weekends in accordance with clause 4.1.
- (b) A part-time employee shall be paid overtime where he/she works in excess of his/her prescribed hours of duty, provided that overtime shall not be paid where the employer and employee have agreed to a temporary variation of working hours under the arrangements specified in clause 2.3.2 in which case overtime shall apply for work in excess of the mutually agreed varied working hours. A part-time employee shall be paid overtime if he/she works in excess of 38 hours in any one week or greater than ten hours in any one day or greater than 76 hours per fortnight.
- (c) Casual employees shall be paid overtime where they work outside of the ordinary spread of hours specified in clause 4.1 and/or where they work more than 38 hours in any week or where the employees work more than ten hours in any day.
- (d) Rates of overtime shall be in accordance with the Modern Award at a rate of time and a half for the first three hours and double time thereafter; except in the case of work on Sunday or public holidays which will be made at the rate of double time.

4.5.2 *Time off instead of payment for overtime (Flex / TOIL)*

By mutual agreement, a full-time or a part-time employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:

- (a) Flexibility of hours will be designated in the contract of each employee, and will be in accordance with staffing requirements. This is to ensure service delivery is not negatively affected, and is covered during normal operating hours of the employer.
- (b) The hours of work for each employee will be set in accordance with their contract of employment and may be varied by agreement with the employer.
- (c) Staff may elect, with the agreement of the employer, to work additional hours as flexible hours and accrue flex time off in lieu of payment (Flex TOIL). Flex TOIL accrued at the initiative of the employee as flexible hours are not overtime. If not taken, such Flex TOIL will be paid at ordinary hours rates.
- (d) Flexible extra hours may only be worked within the ordinary spread of hours prescribed by clause 4.1.1 (a) (i) and 4.1.1 (b) of this Agreement.
- (e) Employees are expected to work in a way which ensures adequate service delivery during normal operating hours. It is the responsibility of the employee to ensure that any variation in their hours does not affect the level of service provided to clients. Subject to service delivery requirements and also DVAC safety procedures which normally do not allow employees to work alone, starting times may be varied between 8am and 9.30am, and finishing times between 4pm and 6pm, but that this would need to be approved by Management.
- (e) Flex TOIL for flexible hours accrue on an hour for hour basis for the time worked.
- (f) An employee may accumulate up to thirty-eight (38) ordinary hours time in lieu calculated on a time for time basis, unless it is agreed in writing that a higher maximum may accrue including for the purpose of being used during a period of shutdown of the workplace such as at Christmas or at other agreed times. Where Flex TOIL has accrued up to the relevant limit set by this clause, the employee shall be advised and given a reasonable opportunity to reach agreement as to how the TOIL accrual will be reduced. If no agreement is reached to use the accrued Flex TOIL in excess of these limits, the employer may direct that it be taken at a time of the employer's choosing, or may authorize that it be paid out. TOIL for flexible hours which is paid out will be at the ordinary time rate.
- (g) Where a rostered day off falls on a public holiday, another day shall be agreed to be taken in lieu.

4.5.3 *Reasonable overtime*

- (a) Subject to *Attachment 1: Wages and Allowances Schedule* hereof the employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable, having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances, including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

- (c) In consultation with the employees, the employer shall establish a procedure for approval of overtime.
- (d) Overtime shall only be worked with the prior approval of the employer, provided that the above procedure may allow for employees to work overtime without specific prior approval in defined emergency situations.
- (e) Where approval is given for an employee to work overtime, the employer shall notify the employee whether the overtime will be paid overtime or compensated through time off in lieu (TOIL) in accordance with *Attachment 1: Wages and Allowances Schedule* hereof.

4.6 Recall to work

- 4.6.1 An employee who is recalled to work overtime after leaving the place of employment, shall be paid for a minimum of two hours' work at the appropriate rate for such time recalled, or be granted equivalent time in lieu in accordance with clause 4.5.8.
- 4.6.2 An employee recalled shall not be required to work the full two hours if the work to be performed is completed in a shorter period.
- 4.6.3 Except as provided for in clause 4.6.4, where an employee is recalled for duty on his/her rostered day off, he/she shall be paid in accordance with the provisions of this clause and shall be entitled to substitute another day for the rostered day off.
- 4.6.4 Where a part-time or full-time employee has been given reasonable notice that he/she will be required to work on his/her rostered day off due to an emergency, the employee shall be paid at ordinary time for that day and a substitute day off shall be granted.
- 4.6.5 This clause shall not apply when overtime is continuous with completion or commencement of ordinary working time.
- 4.6.6 *Standby*
 - (a) Where an employee on standby is required to sleep on the employer's premises, the allowance in 3.10.4 shall apply.
 - (b) The standby provisions of this clause shall not replace the overtime or shift provisions outlined in this Agreement
 - (c) Other than in extraordinary circumstances, an employee shall not be required to perform more than two periods of standby in any two weekly cycle.

4.7 Make-up time

An employee may elect, with the consent of their employer, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided for in this Agreement.

PART 5 – STATUTORY HOLIDAYS AND LEAVE

5.1 Public holidays

- 5.1.1 An employee will receive holidays in accordance with the NES for each of the following days:

- New Years Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Labour Day
- Queen's Birthday
- The day gazetted for the local show
- Christmas Day
- Boxing Day

5.1.2 Subject to clause 5.1.3 an employee required to work on a holiday as defined in clause 5.1.1 shall be paid double time and one half of their ordinary rate of pay for all time worked.

5.1.3 An employer, with the agreement of the employee or the majority of employees affected may substitute another day for any prescribed in this clause.

5.1.4 Should any of the holidays mentioned in this clause fall on an employee's rostered day off, such employee shall receive another one or two days off as the case may be in lieu, or one or two days shall be added to the employee's annual leave or alternatively one or two days' wages at ordinary time shall be paid in addition to the weekly wage.

5.1.5 All indigenous Australian employees shall, in substitution for a public holiday specified within this clause, be entitled to the National Aboriginal Day of Celebration as a public holiday without loss of pay on the day it is celebrated in the State in which the employee is employed. Provided that by mutual agreement in lieu of this day being taken as a substituted public holiday it may be taken as an annual leave day or may be taken out of accumulated time in lieu.

5.2 Annual Leave

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

5.2.1 Employees, other than casual employees, will receive at the end of each year of employment paid annual leave as follows:

- a) Not less than five weeks for employees employed on shift work where such shifts are worked over a period of seven days per week.
- b) Not less than four weeks in any other case.
- c) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, or a period of absence under community services leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence, and their leave balances will be adjusted accordingly.

- 5.2.2 An employee, other than a casual employee, who has completed at least one month's continuous service, may request in writing to take annual leave on a pro-rata basis prior to the completion of any period of a full twelve months' service. Where the employer grants pro-rata annual leave the following will apply:
- (a) The employee will be paid annual leave loading in accordance with 5.2.9; and
 - (b) The period of pro-rata annual leave shall be deducted from the annual leave otherwise payable at the end of that period of twelve months' service.
- 5.2.3 Approval of any application for pro-rata annual leave in accordance with 5.2.2 shall be subject to the employer's convenience and will not unreasonably affect the operation of the project concerned, but will not be unreasonably withheld.
- 5.2.4 The annual leave prescribed in 5.2.1 and 5.2.2 shall be exclusive of any of the holidays prescribed in clause 5.1. If a holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, the equivalent ordinary time the employee would have worked if such day had not been a holiday shall be added to the period of annual leave.
- 5.2.5 The annual leave provided for in this clause shall be allowed and shall be taken, and, except as provided by 5.2.8, payment shall not be made or accepted in lieu of annual leave.
- 5.2.6 Annual leave shall be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding six months from the date when the annual leave accrued, provided that such annual leave may be deferred by mutual agreement in writing between employer and employee.
- 5.2.7 Unless an employer and employee otherwise agree, and where the employee has accrued annual leave in excess of eight weeks, an employer may give notice, which must be at least four weeks, of the date from which the employee's annual leave is to be taken, in accordance with clause 5.2.7 (c), and the employee is to comply with such notice.
- (a) Annual leave accruals will be monitored by the relevant supervisor and discussed at least on an annual basis, usually at the same time as the annual performance review. Where an employee has accrued over six weeks leave, the employee and their supervisor shall attempt to reach an agreement about a plan for the time for taking leave over the next twelve months, in order to keep accruals below eight weeks where practicable.
 - (b) The intention is that normally employees will take four weeks annual leave throughout each year. Therefore extended periods of leave of more than four weeks at a time should be rare. Approval for extended periods of leave will be on the basis of forward planning and subject to operational requirements and budget, or in unusual circumstances.
 - (c) Where the accrued annual leave is greater than eight weeks, the employer may direct the employee to take up to $\frac{1}{4}$ of the total leave accrued at the time the direction is given by providing four week's notice.
- 5.2.8 If after one month's continuous service in any qualifying twelve monthly period, an employee leaves such employee's employment or such employment is terminated by the employer, the employee shall be paid pro-rata leave at the rate of 1/12th of the annual leave for which such employee would be eligible, for each completed month of service in respect of which such employee has not been granted annual leave.
- 5.2.9 In addition to 5.2.1, payment for annual leave shall be calculated as follows:
- (a) Subject to provision 5.2.9(b), the rate of wages to be paid to a worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster including Saturday, Sunday or holiday shifts.

- (b) Subject to 5.2.9(c), the payment by an employer to an employee shall be no less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by the Agreement for the period of annual leave; and
 - (ii) A further amount calculated at the rate of seventeen and one-half percent of the amounts referred to in paragraph 5.2.9(b) (i) of this provision.
- (c) The provisions of 5.2.9(b) shall not apply to the following:
 - (i) Any period or periods of annual leave exceeding:
 - Five weeks in the case of employees employed in a calling where shifts are worked over a period of seven days per week; or
 - Four weeks in any other case.
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual holiday bonus loading.

5.3 Personal/Carer's Leave

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 2.3.3.

5.3.1 Amount of paid personal leave

- a) Personal/carer's leave is provided for an employee if –
 - i. the employee is unfit for work because of their own personal illness or injury, or
 - ii. to provide care or support to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member.
- b) The amount of paid personal leave an employee may take is set out below under the provisions dealing with the types of personal leave described in 5.3.1(a) above.

5.3.2 Personal/Carer's Leave Entitlements

- a) A full-time employee who becomes sick and unfit for duty shall receive one day of leave for each completed month of service up to ten days leave for each completed year of service. In the case of a part-time employee, sick leave will be a fraction of 10 days per year based on his/her weekly hours as a proportion of 37.5 hours.
- b) The employee must, if required by the employer, establish by the production of a medical certificate or statutory declaration that he/she was unable to work because of injury or personal illness.
- c) An employee must take all reasonable steps to notify the employer of his/her absence from work prior to the normal commencement time or, if not practicable, as soon as possible after this time.
- d) There shall be no payment of portions of leave not taken, on retirement or termination.
- e) Unused sick leave shall accrue from year to year.
- f) Personal/carer's leave will not accrue on unpaid leave.

5.3.3 Sickness on accrued day off

Where an employee is sick or injured either on a public holiday or on a weekday in accordance with rostered day off arrangements, the employee is not on paid personal/carer's leave on that day, and their entitlements will not be reduced as a result of the sickness or injury on that day.

5.3.4 *Personal leave to care for an immediate family or household member*

(a) Use of personal leave

- (i) Subject to 5.3.4, an employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- (ii) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- (iii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(b) Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 5.3.4 are met.

5.3.5 *Effect of workers' compensation*

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

5.3.6 *Broken service*

If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months then the employee's unclaimed balance of personal leave shall continue from the date of re-engagement.

5.3.7 *Casual employment*

Casual employees are entitled to not be available to attend work or to leave work in certain circumstances as set out in clause 2.3.3 (d).

5.3.8 *Special Paid Leave*

- a. An employee may apply to take up to five (5) days paid special leave at a mutually agreed time each year.
- b. Special paid leave does not accrue.
- c. Special leave may be granted in order to meet family, cultural or study needs, and is subject to the provision of reasonable evidence that the application meets any one of these criteria.
- d. At the exhaustion of all other leave, approval can be given to using up to the full five (5) days. In all other circumstances, a maximum of 2 days special leave may be granted.

- e. An additional 2 days of Special Leave may be granted to employees experiencing Domestic & Family Violence, with an additional 10 days of unpaid leave also available to employees in these circumstances.

5.4 Compassionate leave

5.4.1 On the death of a person with whom the employee is in a bona fide domestic relationship (e.g. spouse) or parent or child, brother, sister, father-in-law or mother-in-law, grandparent, grandchild or sibling of the employee or his/her spouse, an employee may take leave up to and including the day of the funeral. Five days of any such leave shall be without deduction of pay. The employee will give notice to the employer of his/her intention to take bereavement leave and will provide reasonable proof of death.

5.4.2 Unpaid Compassionate Leave

Where an employee has exhausted all compassionate leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid compassionate leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, an employee is entitled to take up to 3 days unpaid leave.

5.4.3 The provisions of this clause do not apply to casual employees. The entitlements of casual employees are set out in clause 2.3.3 (d).

5.5 Parental Leave

5.5.1 Subject to the terms of this clause employees are entitled to primary /secondary carer's leave and to work part-time in connection with the birth or adoption of a child.

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

5.5.3 An eligible casual employee means a casual employee:

- (a) employed by an employer 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
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

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

5.5.5 The employer 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.

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

5.5.7 Definitions

- (a) For the purposes of this clause child means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-

child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

- (b) Subject to clause 5.5.7(c) hereof, in this clause, secondary carer includes a de facto or former spouse.
- (c) In relation to 5.5.13 hereof, secondary carer includes a de facto spouse but does not include a former spouse.

5.5.8 *Basic entitlement*

- (a) After twelve months continuous service, primary carers are entitled to a combined total of 52 weeks parental leave comprising of 12 weeks paid leave and 40 weeks unpaid leave, on a shared basis in relation to the birth or adoption of their child. Adoption leave may be taken in the case of adoption.
- (b) Subject to 5.5.11 (f) hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - i. For secondary carers, an unbroken period of up to one week at the time of the birth of the child;
 - ii. For adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

5.5.9 *Variation of parental leave*

Where an employee takes leave under clause 5.5.8(a) or 5.5.10(a) (ii), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 5.5.8 or the right to request in clause 5.5.10.

5.5.10 *Right to request*

- (a) An employee entitled to parental leave pursuant to the provisions of clause 5.5.8 may request the employer to allow the employee:
 - i. To take the paid primary carer's leave component and any other approved paid leave at half pay.
 - ii. to extend the period of simultaneous unpaid parental leave provided for in clauses 5.5.8(b)(i) and 5.5.8(b)(ii) up to a maximum of eight weeks;
 - iii. to extend the period of unpaid parental leave provided for in clause 5.5.8(a) by a further continuous period of leave not exceeding 12 months;
 - iv. to return from a period of parental leave on a part-time basis until the child reaches school age;
 - v. to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and employer's decision to be in writing

- (i) The employee's request and the employer's decision made under clauses 5.5.10(a) (ii) and 5.5.10(a) (iii) must be recorded in writing.
- (d) Request to return to work part-time
 - (i) Where an employee wishes to make a request under clause 5.5.10(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

5.5.11 *Primary Carer's leave*

- (a) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks;
 - (ii) of the date on which the employee proposes to commence primary carer's leave and the period of leave to be taken – at least four weeks.
- (b) When the employee gives notice under 5.5.11(a)(i) hereof the employee must also provide a statutory declaration stating particulars of any period of secondary carer's leave sought or taken by her spouse and that for the period of primary carer's leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (d) Subject to clause 5.5.8(a) hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (f) *Special maternity leave*
 - (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (ii) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - (iii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- (g) Where leave is granted under clause 5.5.11(d) hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

5.5.12 *Secondary Carer's leave*

- (a) An employee will provide to the employer at least ten weeks prior to each proposed period of secondary carer's leave, with:
 - (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (ii) written notification of the dates on which he proposes to start and finish the period of secondary carer's leave; and
 - (iii) except in relation to leave taken simultaneously with the child's mother under clauses 5.5.8(b)(i), 5.5.8(b)(ii) and 5.5.10(a)(i), a statutory declaration stating:
 - he will take that period of secondary carer's leave to become the primary care-giver of a child;
 - particulars of any period of primary carer's leave sought or taken by his spouse; and
 - that for the period of secondary carer's leave he will not engage in any conduct inconsistent with his contract of employment.
- (b) The employee will not be in breach of clause 5.5.12(a) hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

5.5.13 *Adoption leave*

- (a) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (c) The employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

5.5.14 *Parental leave and other entitlements*

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 5.5.10.

Any employee having 5 years or more continuous service may access pro-rata long service leave entitlements in lieu of or in conjunction with parental leave, subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 5.5.10.

5.5.15 *Transfer to a safe job*

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of primary carer's leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

5.5.16 *Returning to work after a period of parental leave*

- (a) An employee will notify of their intention to return to work after a period of parental leave at least twelve weeks prior to the expiration of the leave.
- (b) An employee will be entitled to the position which they held prior to commencing parental leave. In the case of an employee transferred to a safe job pursuant to clause 5.5.15, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) 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.
- (d) An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.
- (e) Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

5.5.17 *Replacement employees*

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

5.5.18 *Communication during parental leave*

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 5.5.18(a).

5.5.19 *Keeping in Touch provisions*

- a) Employees can access up to 10 Keeping in Touch days from the time they become their child's primary carer until the end of their Paid Parental Leave period. Employees cannot take a Keeping in Touch day within the first two weeks following the birth or adoption of their child.
- b) The employer cannot ask the employee to participate in a Keeping in Touch day within the first six weeks after the birth or adoption.
- c) If the employee participates in a paid work activity for the purpose of Keeping in Touch for one hour or more on a day, that will count as one Keeping in Touch day towards the 10 day limit.
- d) Either party can decide they do not wish the Keeping in Touch activity to take place.

5.5.20 *Flexibility Provisions*

Employees are entitled to request, and be fairly considered for, flexible working arrangements such as part-time work for reasons including, but not limited by:

- a) being responsible for children under the age of 5.
- b) being responsible for children with a diagnosed chronic health condition, disability, or with special care needs under the age of 18.
- c) being responsible for caring for elderly parents with special care needs.
- d) Being responsible for caring for a significant family member with a chronic/palliative health condition.
- e) Other health related matters relating to pregnancy

The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the above responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency or the impact on customer service.

The employee's request and the employer's decision made under clauses 5.5.19 and 5.5.20 must be recorded in writing.

5.6 Domestic & Family Violence Leave

5.6.1 General Principle

DVAC recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore DVAC is committed to providing support to staff that are assessed as current aggrieved persons in relation to domestic or family violence.

5.6.2 Definition of Domestic & Family Violence

Domestic & Family violence includes physical, sexual, financial, verbal or emotional abuse of a person by a family member, or who has been or is in a continuing social relationship of a romantic or intimate nature with the victim, or who is or has continually or at regular intervals lived in the same household as the victim.

5.6.3 General Measures

- a) Proof of domestic and family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Family Violence Support Service or Lawyer.
- b) All personal information concerning family violence will be kept confidential in line with DVAC Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- c) If the employee is accessing the Domestic & Family violence clause of this agreement, and has discussed the situation with their supervisor in order to develop a plan to move forward, no disciplinary action will be taken against an employee if their attendance or performance at work temporarily suffers as a result of experiencing domestic or family violence.
- d) An employee experiencing family violence should raise the issue with their supervisor when it becomes relevant to their ability to perform their role
- e) DVAC will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports domestic or family violence.

5.6.4 Leave

- a) An employee experiencing family violence will have access to up to 2 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence.
- b) This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken by negotiation with the CEO or Operations Manager (via a supervisor if necessary).
- c) An employee who supports a member of the employee's household experiencing domestic or family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

5.6.5 Individual Support

In order to provide support to an employee experiencing domestic or family violence and to provide a safe work environment to all employees, DVAC will consider any reasonable request from an employee experiencing family violence for:

- i. changes to their number of hours (where possible);
- ii. a change to their telephone number or email address to avoid harassing contact;

- iii. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- iv. An employee experiencing domestic or family violence may be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

5.7 Long Service Leave

All employees shall be paid long service leave in accordance with the *Industrial Relations Act 1999 (Qld)*. The Employer is supportive, in principle of the establishment of government funded portable long service leave scheme in the community sector and would if introduced participate in the scheme.

- Employees shall be entitled to paid leave after ten (10) years of continuous service, based on an accrual rate of 1 week per year of continuous service; and
- An employee with seven (7) years continuous service shall be entitled to be paid out their accrued pro rata entitlement on termination of employment where the termination is for reasons of redundancy, or resignation due to illness or domestic or other pressing necessity.
- For an employee who has 10 years continuous service or more, the payment of pro rata long service leave on termination of employment is not subject to the above listed criteria
- An employee with five (5) years continuous service shall be entitled to pro-rata long service leave in accordance with clause 5.5.14.

5.8 Jury Service

- 5.8.1 Full-time or part-time employees who are required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 5.8.2 Employees shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further employees shall give the employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

5.9 Ceremonial Leave

- 5.9.1 An employee who is legitimately required by indigenous tradition to be absent from work for ceremonial Aboriginal or Torres Strait Islander ceremonial purposes is entitled to up to 10 working days' unpaid leave in any one year. Such leave shall not affect the employee's entitlement to Bereavement Leave prescribed by clause 5.4 and 2.3.3(d) of this Agreement.
- 5.9.2 Approval of all Aboriginal Torres Strait Islander Ceremonial leave will not be unreasonably withheld but will be subject to the employer's convenience and will not unreasonably affect the operation of the project concerned but shall not be unreasonably withheld.

5.10 Christmas Service Provision

- a) While DVAC has observed a Christmas closure period in recent years, recognition of structural changes and increased service demand informs a shift towards opening DVAC over the Christmas period.
- b) In lieu of a Christmas closure, the service will remain open for Crisis responses, and maintain minimal staffing through the Christmas and New Year period.

5.10.1 *Management Committee Leave*

- a) Further, the employer will provide all workers with either:
 - i. Five (5) days (for full-time employees/pro-rata for part-time employees equal to a week of service) of paid Management Committee Leave over the Christmas/New Year (reduced staffing period); or
 - ii. Five (5) days (pro-rata for part-time employees) of Management Committee Leave pay as a “bonus” (optional for workers providing minimum cover over the Christmas period and by negotiation with the CEO), and reduce their leave entitlements accordingly.
- b) Management Committee Leave will not accrue year to year, and will not roll over to the next tax year.

5.11 Calculation of continuous service

5.11.1 In this Agreement, service with the employer shall be deemed to be continuous notwithstanding:

- (a) absence from work on account of paid leave, which shall be taken into account and counted as time worked; and
- (b) the end of a funding period for project.

5.11.2 Unpaid absences in excess of one week in any year of employment shall not be counted as time worked. The anniversary date for leave entitlements shall be adjusted to take account of any unpaid absence in excess of one week in any year of employment.

5.11.3 Where a business is before or after the date of this Agreement, transmitted from an employer (in this clause called the transmittor) to another employer (in this clause called the transmittee) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

- (a) The continuity of employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (b) The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be of service to the employee with the transmittee.

PART 6 – MISCELLANEOUS

6.1 Anti-Discrimination

- (i) It is the intention of the parties to this agreement to achieve the principal object in s.3 (m) of the Workplace Relations Act 1996 through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- (ii) Accordingly, in fulfilling their obligations under the dispute avoidance and setline clause, the parties will make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

6.2 Signatories

Signed for and on behalf of

[Domestic Violence Action Centre]

.....
Signature

Sandra Venn- Brown

Title – Chairperson, DVAC Board

Address: 120 Fiona Street, Bellbird Park, Qld 4300

.....
Date

Attachment 1:

Wages & Allowance Schedules

Wages Schedule

PMA: Community Services Worker Level 1 Pay point 1	Permanent rate	Casual Rate
Ordinary hourly rate	\$23.56	\$29.45
Ordinary Hours on Saturday	\$35.34	\$35.34
Ordinary Hours on Sunday	\$47.12	\$47.12

Overtime Hours First	\$35.34	\$35.34
Overtime thereafter	\$47.12	\$47.12
Overtime Sunday	\$47.12	\$47.12
Public Holidays	\$58.90	\$64.79
Shift work (Afternoon)	\$26.51	\$32.40
Shift work (Night)	\$27.09	\$32.98
PMA: Community Services Worker Level 1 Pay point 2	Permanent rate	Casual Rate
Ordinary hourly rate	\$24.54	\$30.68
Ordinary Hours on Saturday	\$36.81	\$36.81
Ordinary Hours on Sunday	\$49.08	\$49.08
Overtime Hours First	\$36.81	\$36.81
Overtime thereafter	\$49.08	\$49.08
Overtime Sunday	\$49.08	\$49.08
Public Holidays	\$61.35	\$67.49
Shift work (Afternoon)	\$27.61	\$33.74
Shift work (Night)	\$28.22	\$34.36
PMA: Community Services Worker Level 1 Pay point 3	Permanent rate	Casual Rate
Ordinary hourly rate	\$25.50	\$31.88
Ordinary Hours on Saturday	\$38.25	\$38.25
Ordinary Hours on Sunday	\$51.00	\$51.00
Overtime Hours First	\$38.25	\$38.25
Overtime thereafter	\$51.00	\$51.00
Overtime Sunday	\$51.00	\$51.00
Public Holidays	\$63.75	\$70.13
Shift work (Afternoon)	\$28.69	\$35.06
Shift work (Night)	\$29.33	\$35.70

PMA: Community services worker Level 2 - Pay point 1	Permanent rate	Casual Rate
Ordinary hourly rate	\$25.50	\$31.88
Ordinary Hours on Saturday	\$38.25	\$38.25
Ordinary Hours on Sunday	\$51.00	\$51.00
Overtime Hours First	\$38.25	\$38.25
Overtime thereafter	\$51.00	\$51.00

Overtime Sunday	\$51.00	\$51.00
Public Holidays	\$63.75	\$70.13
Shift work (Afternoon)	\$28.69	\$35.06
Shift work (Night)	\$29.33	\$35.70
PMA: Community services worker Level 2 - Pay point 2	Permanent rate	Casual Rate
Ordinary hourly rate	\$26.44	\$33.05
Ordinary Hours on Saturday	\$39.66	\$39.66
Ordinary Hours on Sunday	\$52.88	\$52.88
Overtime Hours First	\$39.66	\$39.66
Overtime thereafter	\$52.88	\$52.88
Overtime Sunday	\$52.88	\$52.88
Public Holidays	\$66.10	\$72.71
Shift work (Afternoon)	\$29.75	\$36.36
Shift work (Night)	\$30.41	\$37.02
PMA: Community services worker Level 2 - Pay point 3	Permanent rate	Casual Rate
Ordinary hourly rate	\$27.43	\$34.29
Ordinary Hours on Saturday	\$41.15	\$41.15
Ordinary Hours on Sunday	\$54.86	\$54.86
Overtime Hours First	\$41.15	\$41.15
Overtime thereafter	\$54.86	\$54.86
Overtime Sunday	\$54.86	\$54.86
Public Holidays	\$68.58	\$75.43
Shift work (Afternoon)	\$30.86	\$37.72
Shift work (Night)	\$31.54	\$38.40
PMA: Community services worker Level 2 - Pay point 4	Permanent rate	Casual Rate
Ordinary hourly rate	\$28.38	\$35.48
Ordinary Hours on Saturday	\$42.57	\$42.57
Ordinary Hours on Sunday	\$56.76	\$56.76
Overtime Hours First	\$42.57	\$42.57
Overtime thereafter	\$56.76	\$56.76
Overtime Sunday	\$56.76	\$56.76
Public Holidays	\$70.95	\$78.05
Shift work (Afternoon)	\$31.93	\$39.02

Shift work (Night)	\$32.64	\$39.73
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PMA: Community services worker Level 3 - Pay point 1	Permanent rate	Casual Rate
Ordinary hourly rate	\$28.38	\$35.48
Ordinary Hours on Saturday	\$42.57	\$42.57
Ordinary Hours on Sunday	\$56.76	\$56.76
Overtime Hours First	\$42.57	\$42.57
Overtime thereafter	\$56.76	\$56.76
Overtime Sunday	\$56.76	\$56.76
Public Holidays	\$70.95	\$78.05
Shift work (Afternoon)	\$31.93	\$39.02
Shift work (Night)	\$32.64	\$39.73
PMA: Community services worker Level 3 - Pay point 2	Permanent rate	Casual Rate
Ordinary hourly rate	\$29.70	\$37.13
Ordinary Hours on Saturday	\$44.55	\$44.55
Ordinary Hours on Sunday	\$59.40	\$59.40
Overtime Hours First	\$44.55	\$44.55
Overtime thereafter	\$59.40	\$59.40
Overtime Sunday	\$59.40	\$59.40
Public Holidays	\$74.25	\$81.68
Shift work (Afternoon)	\$33.41	\$40.84
Shift work (Night)	\$34.16	\$41.58
PMA: Community services worker Level 3 - Pay point 3	Permanent rate	Casual Rate
Ordinary hourly rate	\$30.29	\$37.86
Ordinary Hours on Saturday	\$45.44	\$45.44
Ordinary Hours on Sunday	\$60.58	\$60.58
Overtime Hours First	\$45.44	\$45.44
Overtime thereafter	\$60.58	\$60.58
Overtime Sunday	\$60.58	\$60.58
Public Holidays	\$75.73	\$83.30
Shift work (Afternoon)	\$34.08	\$41.65
Shift work (Night)	\$34.83	\$42.41

PMA: Community services worker Level 3 - Pay point 4	Permanent rate	Casual Rate
Ordinary hourly rate	\$31.26	\$39.08
Ordinary Hours on Saturday	\$46.89	\$46.89
Ordinary Hours on Sunday	\$62.52	\$62.52
Overtime Hours First	\$46.89	\$46.89
Overtime thereafter	\$62.52	\$62.52
Overtime Sunday	\$62.52	\$62.52
Public Holidays	\$78.15	\$85.97
Shift work (Afternoon)	\$35.17	\$42.98
Shift work (Night)	\$35.95	\$43.76

PMA: Community services worker Level 4 - Pay point 1	Permanent rate	Casual Rate
Ordinary hourly rate	\$33.23	\$41.54
Ordinary Hours on Saturday	\$49.85	\$49.85
Ordinary Hours on Sunday	\$66.46	\$66.46
Overtime Hours First	\$49.85	\$49.85
Overtime thereafter	\$66.46	\$66.46
Overtime Sunday	\$66.46	\$66.46
Public Holidays	\$83.08	\$91.38
Shift work (Afternoon)	\$37.38	\$45.69
Shift work (Night)	\$38.21	\$46.52

PMA: Community services worker Level 4 - Pay point 2	Permanent rate	Casual Rate
Ordinary hourly rate	\$33.85	\$42.31
Ordinary Hours on Saturday	\$50.78	\$50.78
Ordinary Hours on Sunday	\$67.70	\$67.70
Overtime Hours First	\$50.78	\$50.78
Overtime thereafter	\$67.70	\$67.70
Overtime Sunday	\$67.70	\$67.70
Public Holidays	\$84.63	\$93.09
Shift work (Afternoon)	\$38.08	\$46.54
Shift work (Night)	\$38.93	\$47.39

PMA: Community services worker Level 4 - Pay point 3	Permanent rate	Casual Rate
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Ordinary hourly rate	\$35.15	\$43.94
Ordinary Hours on Saturday	\$52.73	\$52.73
Ordinary Hours on Sunday	\$70.30	\$70.30
Overtime Hours First	\$52.73	\$52.73
Overtime thereafter	\$70.30	\$70.30
Overtime Sunday	\$70.30	\$70.30
Public Holidays	\$87.88	\$96.66
Shift work (Afternoon)	\$39.54	\$48.33
Shift work (Night)	\$40.42	\$49.21
PMA: Community services worker Level 4 - Pay point 4	Permanent rate	Casual Rate
Ordinary hourly rate	\$36.12	\$45.15
Ordinary Hours on Saturday	\$54.18	\$54.18
Ordinary Hours on Sunday	\$72.24	\$72.24
Overtime Hours First	\$54.18	\$54.18
Overtime thereafter	\$72.24	\$72.24
Overtime Sunday	\$72.24	\$72.24
Public Holidays	\$90.30	\$99.33
Shift work (Afternoon)	\$40.64	\$49.67
Shift work (Night)	\$41.54	\$50.57

PMA: Community services worker Level 5 - Pay point 1	Permanent rate	Casual Rate
Ordinary hourly rate	\$38.03	\$47.54
Ordinary Hours on Saturday	\$57.05	\$57.05
Ordinary Hours on Sunday	\$76.06	\$76.06
Overtime Hours First	\$57.05	\$57.05
Overtime thereafter	\$76.06	\$76.06
Overtime Sunday	\$76.06	\$76.06
Public Holidays	\$95.08	\$104.58
Shift work (Afternoon)	\$42.78	\$52.29
Shift work (Night)	\$43.73	\$53.24
PMA: Community services worker Level 5 - Pay point 2	Permanent rate	Casual Rate
Ordinary hourly rate	\$39.00	\$48.75
Ordinary Hours on Saturday	\$58.50	\$58.50

Ordinary Hours on Sunday	\$78.00	\$78.00
Overtime Hours First	\$58.50	\$58.50
Overtime thereafter	\$78.00	\$78.00
Overtime Sunday	\$78.00	\$78.00
Public Holidays	\$97.50	\$107.25
Shift work (Afternoon)	\$43.88	\$53.63
Shift work (Night)	\$44.85	\$54.60
PMA: Community services worker Level 5 - Pay point 3	Permanent rate	Casual Rate
Ordinary hourly rate	\$39.97	\$49.96
Ordinary Hours on Saturday	\$59.96	\$59.96
Ordinary Hours on Sunday	\$79.94	\$79.94
Overtime Hours First	\$59.96	\$59.96
Overtime thereafter	\$79.94	\$79.94
Overtime Sunday	\$79.94	\$79.94
Public Holidays	\$99.93	\$109.92
Shift work (Afternoon)	\$44.97	\$54.96
Shift work (Night)	\$45.97	\$55.96

PMA: Community services worker Level 6 - Pay point 1	Permanent rate	Casual Rate
Ordinary hourly rate	\$41.82	\$52.28
Ordinary Hours on Saturday	\$62.73	\$62.73
Ordinary Hours on Sunday	\$83.64	\$83.64
Overtime Hours First	\$62.73	\$62.73
Overtime thereafter	\$83.64	\$83.64
Overtime Sunday	\$83.64	\$83.64
Public Holidays	\$104.55	\$115.01
Shift work (Afternoon)	\$47.05	\$57.50
Shift work (Night)	\$48.09	\$58.55
PMA: Community services worker Level 6 - Pay point 2	Permanent rate	Casual Rate
Ordinary hourly rate	\$42.47	\$53.09
Ordinary Hours on Saturday	\$63.71	\$63.71
Ordinary Hours on Sunday	\$84.94	\$84.94
Overtime Hours First	\$63.71	\$63.71

Overtime thereafter	\$84.94	\$84.94
Overtime Sunday	\$84.94	\$84.94
Public Holidays	\$106.18	\$116.79
Shift work (Afternoon)	\$47.78	\$58.40
Shift work (Night)	\$48.84	\$59.46
PMA: Community services worker Level 6 - Pay point 3	Permanent rate	Casual Rate
Ordinary hourly rate	\$43.09	\$53.86
Ordinary Hours on Saturday	\$64.64	\$64.64
Ordinary Hours on Sunday	\$86.18	\$86.18
Overtime Hours First	\$64.64	\$64.64
Overtime thereafter	\$86.18	\$86.18
Overtime Sunday	\$86.18	\$86.18
Public Holidays	\$107.73	\$118.50
Shift work (Afternoon)	\$48.48	\$59.25
Shift work (Night)	\$49.55	\$60.33

PMA: Community services worker Level 7 - Pay point 1	Permanent rate	Casual Rate
Ordinary hourly rate	\$45.02	\$56.28
Ordinary Hours on Saturday	\$67.53	\$67.53
Ordinary Hours on Sunday	\$90.04	\$90.04
Overtime Hours First	\$67.53	\$67.53
Overtime thereafter	\$90.04	\$90.04
Overtime Sunday	\$90.04	\$90.04
Public Holidays	\$112.55	\$123.81
Shift work (Afternoon)	\$50.65	\$61.90
Shift work (Night)	\$51.77	\$63.03
PMA: Community services worker Level 7 - Pay point 2	Permanent rate	Casual Rate
Ordinary hourly rate	\$45.98	\$57.48
Ordinary Hours on Saturday	\$68.97	\$68.97
Ordinary Hours on Sunday	\$91.96	\$91.96
Overtime Hours First	\$68.97	\$68.97
Overtime thereafter	\$91.96	\$91.96
Overtime Sunday	\$91.96	\$91.96

Public Holidays	\$114.95	\$126.45
Shift work (Afternoon)	\$51.73	\$63.22
Shift work (Night)	\$52.88	\$64.37
PMA: Community services worker Level 7 - Pay point 3	Permanent rate	Casual Rate
Ordinary hourly rate	\$46.95	\$58.69
Ordinary Hours on Saturday	\$70.43	\$70.43
Ordinary Hours on Sunday	\$93.90	\$93.90
Overtime Hours First	\$70.43	\$70.43
Overtime thereafter	\$93.90	\$93.90
Overtime Sunday	\$93.90	\$93.90
Public Holidays	\$117.38	\$129.11
Shift work (Afternoon)	\$52.82	\$64.56
Shift work (Night)	\$53.99	\$65.73
PMA: Community services worker Level 8 - Pay point 1	Permanent rate	Casual Rate
Ordinary hourly rate	\$48.89	\$61.11
Ordinary Hours on Saturday	\$73.34	\$73.34
Ordinary Hours on Sunday	\$97.78	\$97.78
Overtime Hours First	\$73.34	\$73.34
Overtime thereafter	\$97.78	\$97.78
Overtime Sunday	\$97.78	\$97.78
Public Holidays	\$122.23	\$134.45
Shift work (Afternoon)	\$55.00	\$67.22
Shift work (Night)	\$56.22	\$68.45
PMA: Community services worker Level 8 - Pay point 2	Permanent rate	Casual Rate
Ordinary hourly rate	\$49.85	\$62.31
Ordinary Hours on Saturday	\$74.78	\$74.78
Ordinary Hours on Sunday	\$99.70	\$99.70
Overtime Hours First	\$74.78	\$74.78
Overtime thereafter	\$99.70	\$99.70
Overtime Sunday	\$99.70	\$99.70
Public Holidays	\$124.63	\$137.09
Shift work (Afternoon)	\$56.08	\$68.54
Shift work (Night)	\$57.33	\$69.79

PMA: Community services worker Level 8 - Pay point 3	Permanent rate	Casual Rate
Ordinary hourly rate	\$50.82	\$63.53
Ordinary Hours on Saturday	\$76.23	\$76.23
Ordinary Hours on Sunday	\$101.64	\$101.64
Overtime Hours First	\$76.23	\$76.23
Overtime thereafter	\$101.64	\$101.64
Overtime Sunday	\$101.64	\$101.64
Public Holidays	\$127.05	\$139.76
Shift work (Afternoon)	\$57.17	\$69.88
Shift work (Night)	\$58.44	\$71.15

Penalties

Ordinary hours	The ordinary hours of work may be worked from 6.00 am to 8.00 pm Monday to Sunday. Unless agreed employees must not work more than 8 ordinary hours (exclusive of meal breaks) each day. However, by mutual agreement an employee may work up to 10 hours per shift. Any time worked during ordinary hours during Monday to Sunday should be paid at this rate.
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Ordinary hours - Saturday:	Any ordinary hours worked between midnight on Friday and midnight on Saturday should be paid at this rate.
Ordinary hours - Sunday:	Any ordinary hours worked between midnight on Saturday and midnight on Sunday should be paid at this rate.
Shift rate – afternoon:	Afternoon shift means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday and hours worked during this shift must be paid at this rate.
Shift rate – night:	Night shift means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday and hours worked during this shift must be paid at this rate.
Shift rate – public holiday:	A public holiday shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday and hours worked during this shift must be paid at this rate.
Overtime hours – first two hours:	Overtime is calculated on a daily basis for full time employees and all hours above 38 hours per week for part time and casual employees or all hours above 10 hours in one shift. All hours worked in excess of the ordinary hours outlined above should be paid at this rate for the first two hours.
Overtime hours – subsequent:	All hours worked in excess of the ordinary hours outlined above should be paid at this rate after the first two hours.
Overtime hours – Sunday:	All overtime hours worked on a Sunday should be paid at this rate.
Public Holiday Rate:	All hours worked on a public holiday should be paid at this rate.

Allowances

Allowance	Application	\$	Frequency
First Aid Allowance	Where an employee is required by the employer to hold a current first aid certificate; and the home care employee is required by the employer to be, in a given week, responsible for the provision of first aid to employees employed by the employer. This allowance can be provided on a pro-rata basis for part time and casual employees.	\$14.99	per week
Uniform allowance	If the employee is required to wear a uniform that uniform is to be supplied free of cost to the employee. These uniforms		

	remain the property of the employer and must be laundered and maintained by the employer with no cost to the employee unless otherwise agreed to.		
Uniform laundered by the Company	However, if the employer does not provide uniforms the employer may pay the employee a uniform allowance at the shift rate or the weekly amount rate, whichever is the lesser amount.	\$1.23 per shift or	\$6.24 per week
Uniform laundered by the Employee	Where such employee's uniforms are not laundered by the employer, the employee will be paid a laundry allowance at the shift rate or the weekly amount rate, whichever is the lesser amount.	\$0.32 per shift or	\$1.49 per week
Meal Allowance	An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance when the employee is working overtime. Meal allowances will not apply when an employee could reasonably return home for a meal within the meal break.		
First meal	Payable when the employee is required to work longer than 1 hour after the usual finishing hour of work or, in the case of shift workers, when the overtime work on <i>any</i> shift exceeds one hour.	\$12.48	per occurrence
Further four hours overtime	Provided that where such overtime work exceeds four hours a further meal allowance will be paid in addition to the original allowance.	\$12.48	per occurrence
Travelling, transport and fares Allowance	An employee required and authorised to use their own motor vehicle in the course of their duties will be paid a travel allowance	\$0.78	per kilometre travelled

On Call Allowance	An employee required by the employer to be on call (available for recall to duty). When an employee is on call they are to be paid an on call allowance.		
On Call Allowance	On call for any 24 hour period (or part thereof) Monday to Friday	\$17.96	per shift
On Call Allowance	On call for any other 24 hour period (or part thereof) including Public Holidays (or part thereof)	\$35.56	per shift
If an employer requires an employee to sleep overnight at premises where the client for whom the employee is responsible is located (including respite care) the employee must be paid a sleepover allowance. In the event of the employee on sleepover being required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.	\$44.00	per shift	
Heat Allowance	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 award. Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and exceeds 40 degrees Celsius.		
Heat Allowance	Artificial temperature exceeding 40 degrees	\$0.45	per hour

	Celsius but not exceeding 46 degrees Celsius		
Heat Allowance	Artificial temperature exceeding 46 degrees Celsius	\$0.54	per hour
Board and lodging	Where the employer provides board and lodging, the wage rates can be reduced by the following amounts per week		
Board and lodging	Where the employer provides board and lodging only	-\$24.10	per week
Board and lodging	Where the employer provides board and lodging <i>and</i> the employee buys their meals at ruling cafeteria rates the employees wage can be reduced by a further \$14.81 per week	-\$39.10	per week

Attachment 2:

Social and Community Service Employee Level Descriptions

1 Social and community services employee level 1

1.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.

(b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

(c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.

(d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.

(e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.

(f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.

(g) At this level, employers are expected to offer substantial internal and/or external training.

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 1.2(h) is pay point 2.

1.3 Requirements of the position

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

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

- iii. a developing knowledge of work practices and policies of the relevant work area;
- iv. basic numeracy, written and verbal communication skills relevant to the work area;
- v. at this level employers are required to offer substantial on-the-job training.

(b) Organisational relationships

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 scope for interpretation.

(d) Progression

An employee primarily engaged in responsibilities which are prescribed by 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.

2 Social and community services employee level 2

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 which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

(c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.

(d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

(e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.

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

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 the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause B.1.2.

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.

3 Social and community services employee level 3

3.1 Characteristics of this level

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

3.2 Responsibilities

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

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;
- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;

- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- (h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (i) supervise a limited number of lower classified employees or volunteers;
- (j) allow the scope for exercising initiative in the application of established work procedures;
- (k) deliver single stream training programs;
- (l) co-ordinate elementary service programs;
- (m) provide assistance to senior employees;
- (n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described in subclauses 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.

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.

4 Social and community services employee level 4

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

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 scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) provide administrative support of a complex nature to senior employees;
- (h) exercise responsibility for various functions within a work area;

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

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 year's relevant experience;
 - (ii) three year degree with two years of relevant experience;
 - (iii) associate diploma with relevant experience;
 - (iv) lesser formal qualifications with substantial years of relevant experience; or
 - (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- (c)** Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- (d)** Employees working as sole employees will commence at this level.
- (e) Organisational relationships**
 - (i) works under general direction;
 - (ii) supervises other staff and/or volunteers or works in a specialised field.
- (f) Extent of authority**
 - (i) required to set outcomes within defined constraints;
 - (ii) provides specialist technical advice;

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

5 Social and community services employee level 5

5.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- (b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- (e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

5.2 Responsibilities

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

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

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

5.3 Requirements of the position

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

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of organisational programs, policies and activities;
 - (ii) sound discipline knowledge gained through experience;
 - (iii) knowledge of the role of the organisation, its structure and services.
- (b) **Prerequisites**
 - (i) relevant degree with relevant experience;
 - (ii) associate diploma with substantial experience;
 - (iii) qualifications in more than one discipline;
 - (iv) less formal qualifications with specialised skills sufficient to perform at this level; or
 - (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.
- (c) **Organisational relationships**
 - (i) work under general direction;
 - (ii) supervise other employees and/or volunteers.
- (d) **Extent of authority**
 - (i) exercise a degree of autonomy;
 - (ii) control projects and/or programs;

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

6 Social and community services employee level 6

6.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

(b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

(c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

(d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.

(e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

6.2 Responsibilities

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

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- (d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- (e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (f) provide advice on matters of complexity within the work area and/or specialised area;

- (g) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (h) exercise autonomy in establishing the operation of the work area;
- (i) provide a consultancy service for a range of activities and/or to a wide range of clients;
- (j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - (i) provide support to a range of activities or programs;
 - (ii) control and co-ordinate projects;
 - (iii) contribute to the development of new procedures and methodology;
 - (iv) provide expert advice and assistance relevant to the work area;
 - (v) supervise/manage the operation of a work area and monitor work outcomes;
 - (vi) supervise on occasions other specialised staff;
 - (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
 - (viii) provide consultancy services for a range of activities.

6.3 Requirements of the position

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

- (a) Skills, knowledge, experience, qualification and/or training**
 - (i) comprehensive knowledge of organisation policies and procedures;
 - (ii) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
 - (iii) specialist knowledge gained through experience, training or education;
 - (iv) appreciation of the long term goals of the organisation;
 - (v) detailed knowledge of program activities and work practices relevant to the work area;
 - (vi) knowledge of organisation structures and functions;
 - (vii) comprehensive knowledge of requirements relevant to the discipline.
- (b) Prerequisites**
 - (i) degree with substantial experience;
 - (ii) post graduate qualification;
 - (iii) associate diploma with substantial experience;
 - (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (c) Organisational relationships**
 - (i) works under limited direction from senior employees of the Committee of Management or Board;
 - (ii) supervision of staff.
- (d) Extent of authority**
 - (i) exercise a degree of autonomy;
 - (ii) may manage a work area or medium to large organisation or multi-worksite organisation;
 - (iii) has significant delegated authority;
 - (iv) selection of methods and techniques based on sound judgment;
 - (v) manage significant projects and/or functions;
 - (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

7 Social and community services employee level 7

7.1 Characteristics of the level

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

7.2 Responsibilities

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

- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (c) develop work practices and procedures for various projects;
- (d) establish work area outcomes;
- (e) prepare budget submissions for senior officers and/or the organisation;
- (f) develop and implement significant operational procedures;
- (g) review operations to determine their effectiveness;
- (h) develop appropriate methodology and apply proven techniques in providing specialised services
- (i) where prime responsibility lies in a professional field an officer at this level:
 - (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - (ii) provides a consultancy service to a wide range of clients;
 - (iii) functions may involve complex professional problem solving;
 - (iv) provides advice on policy method and contributes to its development.

7.3 Requirements of the position

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

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) comprehensive knowledge of policies and procedures;
 - (ii) application of a high level of discipline knowledge;
 - (iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;

- (iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
- (v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(b) Organisational relationships

- (i) works under limited direction;
- (ii) normally supervises other employees and establishes and monitors work outcomes.

(c) Extent of authority

- (i) may manage section or organisation;
- (ii) has significant delegated authority;
- (iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

8 Social and community services employee level 8

8.1 Characteristics of this level

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

8.2 Responsibilities

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

- (a) undertake work of significant scope and complexity. A major portion of the work requires initiative;

- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (f) administer complex policy and program matters;
- (g) may offer consultancy service;
- (h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - (i) contribute to the development of operational policy;
 - (ii) assess and review the standards of work of other specialised personnel/external consultants;
 - (iii) initiate and formulate organisational programs;
 - (iv) implement organisational objectives within corporate goals;
 - (v) develop and recommend ongoing plans and programs.

8.3 Requirements of the position

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

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