Uniting Communities Incorporated

General Staff Agreement 2015
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2. **APPLICATION AND OPERATION OF AGREEMENT**

2.1 **TITLE**

This Enterprise Agreement shall be known as the Uniting Communities Incorporated General Staff Agreement 2015.

2.2 **PARTIES BOUND**

This Agreement shall be binding on:

- The employer Uniting Communities Incorporated;
- All employees, as defined in Clause 2.4.6, who are currently employed or who are employed during the life of this Agreement, excluding Executive Management, Group Managers and Group Manager Equivalents, Team Managers and Team Manager Equivalents, Solicitors, Infrastructure Professionals, Goodwill Industries Employees, Nurses, and Aged Care Employees (Residential);
- The Australian Services Union, South Australian Branch; and
- United Voice, South Australian Branch.

2.3 **DATE AND PERIOD OF OPERATION**

2.3.1 This Agreement will operate from 7 days after it is approved by the Fair Work Commission and its nominal expiry date will be 30 June 2018.

2.3.2 It is agreed that after the nominal expiry date of this Agreement its terms and conditions will continue to apply unless it is terminated or replaced in accordance with the Fair Work Act 2009.

2.4 **DEFINITIONS**

2.4.1 The “Act” means the Fair Work Act 2009

2.4.2 “FWC” means the Fair Work Commission.

2.4.3 “Regulations” mean Fair Work Regulations as permitted under the *Fair Work Act* 2009.

2.4.4 “Agreement” means the Uniting Communities Incorporated General Staff Agreement 2015.

2.4.5 “Mutual Agreement” means agreement between the employer and an employee as allowed for in this agreement.

2.4.6 “Employees” means employees engaged in administrative; community care; professional; trade; and/or cleaning positions whose employment is subject to this Agreement.

2.4.7 “Employer” means Uniting Communities Incorporated (“UC”). The “Employer” and “UC” may be used interchangeably.

2.4.8 “Union” means the Australian Services Union – ASU; and/or United Voice; organisations of employees registered pursuant to the Act.
2.4.9 “Rostered day off” means the normal unpaid days off duty provided for in accordance with a roster.

2.4.10 “Client Linked” (CL) means a person who is contracted to regularly attend a client(s) for specified hours and duties.

2.4.11 “Award” means the Awards underpinning this Agreement, being the Social, Community, Home Care and Disability Services Industry Award 2010; and the Health Professionals and Support Services Award 2010.

2.4.12 “Standard rate” means the minimum wage for Social and Community Services Employee Level 3 at Pay Point 3 in Clause 15.3 of the Social, Community, Home Care and Disability Services Industry Award 2010.

2.4.13 “Attendance” means work with one client, e.g. at their home or in the community.

2.4.14 “Engagement” means from the start of work, e.g. at a client’s house, until work finishes or there is a break greater than one hour. An engagement can consist of several attendances plus travel time between clients.

2.4.15 “Broken shift” means where there is a break of more than one hour between engagements this will constitute a broken shift for Part-Time Client Linked employees.

2.5 OBJECTIVES

In accordance with the UC Vision and Values, and in line with the organisation’s Strategic Plan, the objectives of this Agreement are:

2.5.1 To establish the terms and conditions of the employment of the staff of UC bound by it pursuant to clause 2.2 above.

2.5.2 To incorporate, adapt and improve upon the employment arrangements and conditions set out in the relevant Award(s).

2.5.3 To consolidate a collective and positive approach to determining employment arrangements within UC.

2.5.4 To support harmonious industrial relations by facilitating improved communication and information systems, consultation in relation to major change and cooperation between management and staff.

2.5.5 To address issues of workforce attraction and retention to ensure that expertise is maintained at a level that will optimise the quality of services.

2.5.6 To establish a framework endeavouring to maintain superior conditions in staff development opportunities, remuneration, conditions of employment, career opportunities, facilitate security of employment, support for staff in carrying out their work roles, and the manageability of workloads.

2.5.7 To enable management to pursue the service provision and social justice goals of UC, with the assurance of full support from staff.

2.5.8 To assist management in the pursuit of adequate funding arrangements to meet these objectives.

Therefore ensuring that UC is best equipped to provide services, support and advocacy for South Australians who most need them to assist in improving their quality of life.
2.6 THE MINIMUM EMPLOYMENT STANDARDS

Notwithstanding the terms of this Agreement the minimum employment standards will apply as required by the Fair Work Act 2009.

2.7 RELATIONSHIP TO FEDERAL LAW

2.7.1 No term of this Agreement shall operate where it is unlawful because it contains a discriminatory or other objectionable term including a term which removes any obligation to provide a minimum entitlement imposed by Federal law. A term of this Agreement shall be modified or excluded to the extent that it is unlawful and in particular where it removes or provides a lesser benefit to any minimum entitlement which UC must provide as required by the Fair Work Commission.

2.7.2 Where this Agreement remains silent on a condition or provision covered by the underpinning Award(s) for this Agreement, then the relevant Award provision will be applied.

2.7.3 Where this Agreement varies an Award provision, the provision(s) of the Agreement will be applied.

2.8 ACCESS TO AGREEMENT

UC who is bound to this Agreement must display a copy of it in a conspicuous place accessible to all employees.

3. CONSULTATION AND DISPUTE RESOLUTION

3.1 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

3.1.1 Employer to notify

(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

(b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

3.1.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 3.1.1(b), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 3.1.1(b).

(c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer is not required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

3.2 CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

3.2.1 Where the Employer proposes to change an employee’s regular roster or ordinary hours of work, the Employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

3.2.2 The Employer must:

(a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence);

(b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

3.2.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

3.2.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

3.3 DISPUTE RESOLUTION

3.3.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the National Employment Standards (NES), in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

3.3.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 3.3.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

3.3.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
3.3.4 Where the matter in dispute remains unresolved, the 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.

3.3.5 The employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

3.3.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

3.4 RECOGNITION OF WORKSITE REPRESENTATIVES

3.4.1 An employee elected as a Union Worksite Representative will, upon notification to the employer, be recognised as an accredited representative of the Union. An accredited Worksite Representative is allowed reasonable time during working hours to interview and/or meet with the employer or the employers’ representative on industrial matters affecting employees whom they represent.

3.4.2 Subject to the prior approval of the employer, a worksite representative shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited official from the Union.

3.5 EMPLOYEE REPRESENTATION

3.5.1 Each employee shall be accorded by the employer with a right to the representation of their choice in connection with performance and disciplinary procedures, resolution of workplace disputes and grievances and under the dispute settlement procedure referred to in clause 3.3.

3.5.2 The employer will make provision for accredited worksite representatives to devote reasonable working time to:

(a) involvement in the representation at the workplace level of relevant employees in respect of performance and disciplinary procedures, workplace disputes and grievances; and

(b) participation in external dispute settlement procedures on behalf of relevant employees.

3.5.3 For the purpose of this clause "relevant employees" mean those employees who have chosen the Union or an accredited worksite representative to represent them.

3.6 TRADE UNION TRAINING LEAVE

3.6.1 One (1) employee from each Management Area, who is a member of the relevant Union, and elected as a Worksite Representative, shall be allowed five (5) full days per year to attend Trade Union Training. Fourteen days notice must be given to the employer.

3.6.2 All applications for leave must be made in writing detailing:

- the name of the employee seeking leave
- period of time for which leave is sought
– title and description
– the place or places where the said course will be held.

3.6.3 Leave of Absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.

3.6.4 Any days or hours taken for such training will be paid at the employee’s ordinary rate of pay.

3.6.5 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.

3.6.6 An employee may be required to satisfy the Employer of attendance at the course to qualify for payment of leave.

3.7 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

3.7.1 Notwithstanding any other provision of this Agreement, the Employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual employee. The terms the Employer and the individual employee may agree to vary the application of are those concerning:

• arrangements for when work is performed;
• overtime rates;
• penalty rates;
• allowances; and
• leave loading.

3.7.2 The Employer and the individual employee must have genuinely made the arrangement without coercion or duress.

3.7.3 The arrangement between the Employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 3.7.1; and

(b) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement had been agreed to.

3.7.4 The arrangement between the Employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the Employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;

(b) state each term of this Agreement that the Employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by arrangement between the Employer and the individual employee;
(d) detail how the arrangement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and

(e) state the date the arrangement commences to operate.

3.7.5 The Employer must give the individual employee a copy of the arrangement within 14 days after it is agreed to and keep the arrangement as a time and wages record.

3.7.6 Except as provided in clause 3.7.4(a) the arrangement must not require the approval or consent of a person other than the Employer and the individual employee.

3.7.7 If the Employer seeks to enter into an arrangement it 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.

3.7.8 The arrangement may be terminated:

(a) by the Employer or the individual employee giving 4 weeks’ notice of termination, in writing, to the other party and the arrangement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the Employer and the individual employee.

3.7.9 The right to make an arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an arrangement between the Employer and an individual employee contained in any other term of this Agreement.

4. EMPLOYMENT RELATIONSHIP

4.1 TYPES OF EMPLOYMENT

4.1.1 Employment categories

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

- full-time employment;
- part-time employment; or
- casual employment.

4.1.2 At the time of engagement, the Employer will inform each employee of the basis of their employment. The Employer may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training, consistent with the respective classification.

4.2 FULL-TIME EMPLOYMENT

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

4.3 PART-TIME EMPLOYMENT

4.3.1 A part-time employee is one who is engaged to work less than 38 hours per week or
an average of less than 38 hours per week and who has reasonably predictable hours of work.

4.3.2 The terms of this Agreement will apply to part-time employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.

4.4 PART–TIME CLIENT LINKED (Part-Time CL) EMPLOYMENT

4.4.1 A Part-Time CL employee is one who is engaged to work less than 38 hours per week or an average of less than 38 hours per week.

4.4.2 This work can include support provided to groups of clients or support provided on a one-to-one basis.

4.4.3 The hours of work may vary, and may be varied by the employer after consultation with the employee in accordance with service requirements.

4.4.4 An employee will be guaranteed fifteen (15) hours per week, forty eight (48) weeks per year, unless varied by mutual agreement. Where an employee can be guaranteed fifteen (15) hours per week, or less by mutual agreement, Part-Time Client Linked Employment is the only type of employment which will be offered.

(a) The employer may direct the employee to make-up time equivalent to cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the Employer’s business providing the employee has the skill and competence to perform the work. Where an offer of work is made and not worked, for any reason, the employee will not be entitled to the fifteen hours minimum for that occasion which brought about the offer of make-up time.

4.4.5 Variation to Part-Time CL Hours of Work

Variation of hours may occur permanently or temporarily on the following bases:

(a) client leaving the service;

(b) reduction in client numbers;

(c) changes in funding structure (for individual clients);

(d) client preferences;

(e) employee requesting reduction in hours;

(f) employee requesting to cease working with a client.

4.4.6 Redundancy of Hours

(a) Where the hours of a Part-time CL employee have been reduced outside of their request, the employer must use all reasonable endeavours to find additional hours to increase the hours to pre-existing levels.

(b) Where the replacement of hours is not possible, redundancy in respect to the hours falling below fifteen hours per week, will apply on the following basis:

(i) Redundancy for an Attendance – The single attendance to a client which is not required on an ongoing basis on any one day.
(ii) Redundancy for Attendances – All of the attendances which relate to one client who no longer requires an ongoing service.

Examples:

1. An employee works 20 hours per week and loses 4 hours per week. Because the employee still has more than 15 hours of work per week, no redundancy will apply.

2. An employee works 20 hours per week and loses 7 hours per week. Because the employee no longer has 15 hours or more per week, and if the employer cannot replace those hours during the applicable notice period, a redundancy of 2 hours per week will apply. This employee can request to maintain their Part-Time CL employment status and apply for new hours as they become available.

4.4.7 Where significant change is likely to affect employees, eg changes in funding structure, the employer must use the processes outlined in Clause 3.1 – Consultation Regarding Major Workplace Change.

4.4.8 The terms of this Agreement will apply on a pro rata basis to Part-Time CL employees, based on the ordinary weekly hours for full-time employees of 38.

4.4.9 CL employees will be paid the following minimum number of hours, at the appropriate rate, for each engagement: An engagement may be made up of one or more attendance.

(a) when undertaking home care work—1 hour; or

(b) when undertaking other disability support services work—2 hours.

4.4.10 Implementation of the Agreement will mean that each employee currently employed as Client Linked Permanent under the previous Enterprise Agreements will be transferred to the Part-Time Client Linked employment type and continue to accrue leave, unless notified in writing that this is not possible. In this case employees will be informed that they will now have Casual Employment status until such time as they are appointed to Part-time CL status.

4.4.11 Should a Part-Time CL employee wish to become a Casual Employee, he/she must resign from their part-time client linked hours and request in writing to transfer to a Casual Employment relationship.

Note: Such a resignation will result in accrued leave entitlements being paid out.

4.5 CASUAL EMPLOYMENT

4.5.1 A casual employee is one who is engaged and paid as such but will not include a part-time or full-time employee. Casual employees will be entitled to 25% casual loading.

4.5.2 Casual employees will be paid the following minimum number of hours, at the appropriate rate, for each engagement:

(a) social and community services employees except when undertaking disability services work—3 hours;

(b) home care employees—1 hour; or
(c) all other employees—2 hours.

4.5.3 Casual employees will be used to backfill, eg other employees on leave and vacant hours which total less than 15 hours per week, until such time as a Part-Time CL position can be created. Such a created position will be advertised in the normal way and Casual employees may apply for the position in the usual manner.

4.6 TERMINATION OF EMPLOYMENT

4.6.1 Notice of termination by employer

(a) In order to terminate the employment of an employee, the employer must give the employee the following notice:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

(b) In addition to the notice in 4.6.1(a), employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to additional notice of one week.

(c) Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.6.1(a) and/or 4.6.1(b) must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

(d) In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee’s employment not been terminated.

(e) The period of notice in this clause does not apply in the case of:

- dismissal for conduct that at common law justifies instant dismissal;
- casual employees;
- employees engaged for a specific period of time for a specific task or tasks;
- an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
- an employee who is otherwise excluded or not entitled to receive notice by the FWA or Regulations.

4.6.2 Time off during notice period

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

4.6.3 Payment in lieu

If the Employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the Employer for the purposes of computing any service related entitlement of the employee.

4.6.4 Notice specifying day of termination

The Employer must not terminate an employee’s employment unless the Employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).

The notice may be given to an employee by:

(a) delivering it personally; or

(b) leaving it at the employee’s last known address; or

(c) sending it by pre-paid post to the employee’s last known address.

4.6.5 Employment will be terminated in accordance with the notice provisions of clauses 4.6 – Termination of employment and where applicable 4.7 – Redundancy (severance). Notice may be given at any time provided that the termination of employment takes effect at the end of a days work or by the payment or forfeiture (as the case may be), of the salaries appropriate to the said notice period. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal.

4.6.6 An employee who is justifiably or summarily dismissed for any reason is entitled to payment for work in that fortnight only for the time actually worked.

4.6.7 Notice of termination by an employee

The notice of termination required to be given by an employee is two weeks. If an employee fails to give the required notice the Employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

4.6.8 Job search entitlement

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

4.7 REDUNDANCY

4.7.1 Definition

Redundancy means the loss of employment due to the Employer no longer requiring the job the employee has been doing to be performed by anyone, except where this is
due to the ordinary and customary turnover of labour; or because of the insolvency or bankruptcy of the Employer.

**Redundant** has a corresponding meaning.

### 4.7.2 Exclusions

(a) This clause does not apply to employees with less than one year's continuous service. The general obligation of the Employer should be no more than to give such employees and their chosen representatives, which may be the Union, an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as must be reasonable to facilitate the obtaining by such employees of suitable alternative employment.

(b) This clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

### 4.7.3 Period of notice of termination on redundancy

(a) If the services of an employee are to be terminated due to redundancy the employee must be given notice of termination as prescribed by clause 4.6 - Termination of employment.

(b) Should the Employer fail to give notice of termination as required, the Employer must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the employer for the purposes of the Long Service Leave Act, 1987 as amended.

### 4.7.4 Time off during notice period

(a) During the period of notice of termination given by the Employer, an employee is entitled to up to one day 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 must, at the request of the Employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

### 4.7.5 Severance pay

(a) In addition to the period of notice prescribed for termination in clause 4.6.1 – Notice of Termination by employer, an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service:

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Redundancy pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 1 year but less than 2 years</td>
<td>4 weeks pay</td>
</tr>
<tr>
<td>At least 2 years but less than 3 years</td>
<td>6 weeks pay</td>
</tr>
<tr>
<td>Length of Continuous Service</td>
<td>Redundancy pay</td>
</tr>
<tr>
<td>------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>At least 3 years but less than 4 years</td>
<td>7 weeks pay</td>
</tr>
<tr>
<td>At least 4 years and less than 5 years</td>
<td>8 weeks pay</td>
</tr>
<tr>
<td>At least 5 years and less than 6 years</td>
<td>10 weeks pay</td>
</tr>
<tr>
<td>At least 6 years and less than 7 years</td>
<td>11 weeks pay</td>
</tr>
<tr>
<td>At least 7 years and less than 8 years</td>
<td>13 weeks pay</td>
</tr>
<tr>
<td>At least 8 years and less than 9 years</td>
<td>14 weeks pay</td>
</tr>
<tr>
<td>At least 9 years and above</td>
<td>16 weeks pay</td>
</tr>
</tbody>
</table>

No additional payment for employees over 45 years will apply.

(b) The Employer may apply to the FWC for an order allowing the off-setting of all or part of an employee’s entitlement to severance payment on the basis that such payment or part of it is already provided for or included in the contributions which the Employer has made over and above those required by law to a superannuation scheme and which are paid or payable to the employee on redundancy occurring.

4.7.6 Incapacity to pay

The Employer may make application to the FWC for an order to have the severance pay prescription varied on the basis of the Employer’s incapacity to pay.

4.7.7 Alternative employment

The Employer may make application to the FWC to have the severance pay prescription varied if the Employer obtains acceptable alternative employment for an employee.

4.7.8 Written notice

The Employer must, as soon as practicable, but prior to the termination of the employee’s employment, give to the employee a written notice containing, among other things, the following:

(a) The date and time of the proposed termination of the employee’s employment.

(b) Details of the monetary entitlements of the employee upon the termination of the employee’s employment including the manner and method by which those entitlements have been calculated.

(c) Advice as to the entitlement of the employee to assistance from the Employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment.

(d) Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

4.7.9 Transfer at same rate of pay

Where an employee is made redundant from their existing position but is redeployed to a comparable position of equal pay or where an employee has been transmitted to
a new employer with the same position, then the severance pay provisions under clause 4.7.5 will not apply.

4.7.10 Employer to notify Centrelink of proposed termination in certain cases

Where the Employer decides to terminate the employment of 15 or more employees for reason of an economic, technological, structural or similar nature, or for reasons including such reasons the Employer must give written notice of the proposed termination to Centrelink in accordance with section 785 of the Act.

(a) The notice must include:

(i) the reasons for the terminations; and

(ii) the number and categories of employees likely to be affected; and

(iii) the time when, or the period over which, the Employer intends to carry out the terminations.

4.7.11 Transfer to lower paid duties

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

4.7.12 Employee leaving during notice period

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

4.7.13 Job search entitlement

An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

This entitlement applies instead of clause 4.6.8.

4.8 CONTINUOUS SERVICE

4.8.1 Maintenance of continuous service

Except as otherwise indicated, service is deemed to be continuous despite:

(a) Absence of the employee from work in accordance with the employee’s
contract of employment or any provision of this Agreement;

(b) Absence of the employee from work for any cause by leave of the Employer;

(c) Absence from work on account of illness, disease or injury;

(d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee;

(e) Interruption or termination of the employee’s service by an act or omission of the Employer with the intention of avoiding any obligation imposed by this Agreement the Act or the Long Service Leave Act 1987;

(f) Interruption or termination of the employee’s service arising directly or indirectly from an industrial dispute if the employee returns to the service of the Employer in consequence of the settlement of the dispute or was re-employed by the Employer upon such settlement;

(g) A transfer of the employment of an employee from one employer to a second employer within 3 months after termination of employment with the first employer where there is either a transfer of business from the first employer to the second employer and the second employer recognises the period of service which the employee had with the old employer or the first employer and second employer are associated entities. This is qualified on the basis that the transfer of employment is on the same terms and conditions. It is intended that this clause reflects the operation of section 22 of the Act only and is not intended to otherwise supplement or vary section 22 of the Act.

(h) Interruption or termination of the employee’s service by the Employer for any reason other than those referred to in this clause if the worker returns to the service of the Employer within two months of the date on which the service was interrupted or terminated;

(i) Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the Employer that the absence from work is to be taken as breaking the employee’s continuity of service. Such notice must be given during the period of absence or not later than fourteen days after the end of the period of absence.

4.8.2 Calculation of period of service

Where an employee’s continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee’s service with the Employer except to the extent that the employee receives or is entitled to receive pay for the period.

4.8.3 Service with two or more corporations

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related bodies corporate within the meaning of Section 50 of the Corporations Act 2001, the service of the employee with each such Corporation will be included in the calculation of the employee’s continuous service for the purposes of determining the employee’s entitlements pursuant to clauses 4.6 - Termination of employment, 4.7 - Redundancy (severance).

5. RATES OF PAY AND RELATED MATTERS
5.1 CLASSIFICATIONS

5.1.1 The definitions for the classification levels in Wages Schedules are contained in the relevant Schedule. The classification definitions are aligned to the equivalent Award classifications for the position as noted in Schedule A – Wage Rates.

5.1.2 The Employer must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

5.1.3 Progression

(a) A full-time employee on completion of twelve months satisfactory service with the Employer, will progress to the next step until the maximum salary within that classification level is reached.

(b) Progression for part-time, part-time CL and casual employees within the salary range at a classification level will occur following satisfactory service and on completion of 1000 ordinary hours of work. However, no employee will progress to the next step in less than twelve months.

(c) Movement to a higher classification will only occur by way of promotion or re-classification.

5.2 ALLOWANCES

5.2.1 Clothing and equipment

(a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the Employer and be laundered and maintained by the employer free of cost to the employee.

(b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of $1.23 per shift or part thereof on duty or $6.24 per week, whichever is the lesser amount. Where such employee’s uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of $0.32 per shift or part thereof on duty or $1.49 per week, whichever is the lesser amount.

(c) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absence on long service leave and absence on personal/carer’s leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

(d) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

5.2.2 Meal allowances

(a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of $14.50
in addition to any overtime payment as follows:

(i) when required to work more than one hour after the usual finishing hour of work or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour; and

(ii) provided that where such overtime work exceeds four hours a further meal allowance of $10.75 will be paid.

(b) Clause 5.2.2(a) will not apply when an employee could reasonably return home for a meal within the meal break.

(c) On request, meal allowance will be paid on the same day as overtime is worked.

5.2.3 First aid allowance

An employee who holds a current first aid certificate issued by St John Ambulance or Australian Red Cross Society or equivalent qualification, and who is required by their employer to perform first aid duty at their workplace, will be paid an allowance of 1.67% of the standard rate per week.

5.2.4 Travelling, transport and fares

(a) Where an employee is required and authorised by their employer to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate of $0.78 per kilometre.

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

(c) Provided that the employee will not be entitled to reimbursement for expenses referred to in clause 5.2.4(b), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

(d) An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the employer by the employee.

5.2.5 Long Distance Travel (applicable to Carer and Community Support, and rural Disability and Mental Health Services employees only)

(a) Travel to and from work in own vehicle

Where agreement exists for employees who are required to travel considerable distances to attend work it is agreed that this time which is not usually paid will be reimbursed in the following manner:

(i) The first 40 kilometres from the workers home and the time it takes to drive this distance will not be reimbursed.

(ii) All hours past that time covered by 5.2.5(a)(i) will be paid at a flat ordinary time rate.
(iii) All petrol costs for the trip will be reimbursed as per negotiated receipt amount.

(b) Travel to and from work by public transport

(i) Should employees choose to use the bus, fares and negotiated time will be reimbursed.

(ii) Should employees be required to fly to a destination they will be considered to be on active duty when the flight begins.

Note: An itinerate worker is a tax department classification which allows workers who do not attend an office/work base to claim travel expense from home to work and return, on their tax returns. Please seek independent advice about this matter

(c) Unscheduled Work

Unforseen circumstances which delay an employee reaching their destination may be considered paid time at the discretion of management.

Example: Trapped by flood and can’t leave the property where contracted to work.

5.2.6 On call allowance

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

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

5.2.7 Active on call paid time

(a) Employees who are on Active On Call Paid Time (as defined below) will be paid for a minimum of one hour’s work in any 24 hour On Call period at the Ordinary rate of pay applying to the employee who is on call. All time worked will be will be logged and approved.

5.2.8 Definition of Active On Call Paid Time:

(a) Anytime an employee has undertaken agreed work, e.g. phone calls, finding suitable available staff on organisation’s records.

Note: Waiting for a return call is not Active On Call Paid Time.

5.3 SUPERANNUATION

5.3.1 Superannuation legislation

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, any superannuation fund nominated in the Agreement covering the employee applies.

The rights and obligations in these clauses supplement those in superannuation legislation.

5.3.2 Employer contributions

(a) 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.

5.3.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the 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 5.3.2.

(b) An employee may adjust the amount the employee has authorised the Employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to the Employer.

(c) The Employer must pay the amount authorised under clauses 5.3.3(a) or 5.3.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 5.3.3(a) or 5.3.3(b) was made.

5.3.4 Superannuation fund

Where an employee, covered by this Agreement, is eligible to access 'Choice of Superannuation', the default fund Australian Super will apply when no choice is made.

5.3.5 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 5.3.2 and pay the amount authorised under clauses 5.3.3(a) or 5.3.3(b): 

(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.

5.4 PAYMENT OF WAGES

Wages will be paid weekly or fortnightly by cash, cheque or electronic funds transfer into the bank or
financial institution account nominated by the employee.

5.5 WAGES INCREASES

5.5.1 The wage rates in the tables in Schedule A – Wage Rates will apply effective from the first full pay period commencing on or after the dates indicated in the tables. Prior to the approval of the Agreement, UC passed on some of the 1 July 2016 and 1 December 2016 wage increases. On commencement of the Agreement, to the extent employees have not been paid in accordance with the wage rates in Schedule A – Wage Rates, they will be back-paid to the relevant date.

5.5.2 The Wage rates in Schedule A set out applicable wage increases up to 1 December 2016. Wages will then increase with effect from the first full pay period commencing on or after the dates in the table as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2017</td>
<td>3.00%</td>
</tr>
<tr>
<td>1 December 2017</td>
<td>ERO increase applied to wage rates for eligible employees</td>
</tr>
</tbody>
</table>

5.5.3 It is intended that the percentage increases provided for in this Clause apply to the Wage Rates in Schedule A only and not in respect to allowances and other monetary benefits contained in the Agreement.

5.5.4 The 1 July 2016 wage rates represent a 3% increase.

5.5.5 Employees that are covered by the Equal Remuneration Order made by the FWC (ERO) will receive a wage increase (on their applicable wage rate under this Agreement at the relevant time) that is equal to the percentage by which the ERO increases the minimum Award rate for the employee’s equivalent Award classification (ERO increase).

5.5.6 Schedule A – Wage Rates sets out which employees are eligible for the ERO increase.

5.5.7 Schedule A – Wage Rates includes the ERO increase-adjusted wage rates for 1 December 2016.

5.5.8 UC guarantees that wage rates over the life of the Agreement will not be less than the minimum wage rates contained in the Award including as adjusted by the ERO.

5.5.9 For clarity, Schedule A sets out the positions and their corresponding Award classification. Nothing in Schedule A is intended to classify an employee or potential employee below their lawful Award classification.

5.6 SALARY SACRIFICE ARRANGEMENTS

5.6.1 Salary Sacrificing under this Agreement allows the employee to voluntarily elect to receive a component, which will not exceed the maximum gross figure, as prescribed by the Australian Tax Office (ATO) from time to time, of their remuneration in a form other than take home pay.

5.6.2 Where an employee enters into a salary sacrifice arrangement with UC the employee will indemnify UC against any taxation liability arising from that arrangement.
5.6.3 UC will nominate a provider of salary sacrificing services to manage these arrangements. The employee will be responsible for the costs of managing these arrangements by the provider.

5.6.4 UC will meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the employees under this agreement.

5.6.5 The employees will be offered the opportunity to choose from the list of benefits at point 5.6.7 of this Clause, which will be paid by the Employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by UC. The new gross salary is then subject to PAYG tax.

5.6.6 All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.

5.6.7 The employees covered under this Agreement will have access to salary sacrifice arrangements subject to the following provisions:

(a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual employee.

(b) The employee wishing to enter into a salary sacrifice arrangement will be required to sign a document which indicates that:

- they have sought expert advice in relation to entering into such an arrangement and;
- they understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to UC does not increase.
- If the employee elects to continue with sacrificing, the cost of the payment of the FBT will be passed back to the employee, or benefit items can be converted back to the agreed salary as per this Agreement.
- that upon resignation or termination of employment the Employer will be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.

5.6.8 Benefits available to be packaged are as defined in this Clause. Subject to the terms and conditions contained in this Agreement, UC shall pay to an employee who requests this option during the duration of this Agreement an optional remuneration package equivalent to the weekly ordinary time wages otherwise payable consisting of:

(a) a cash component within the limits (as described in paragraph 1) of the employee’s ordinary time wages under this Agreement (paid fortnight) and;

(b) a benefit component of not more than the allowable amount of the employee’s ordinary time wages under this Agreement payable for the following as defined by UC’s policy and procedures as amended from time to time. These may include but are not limited to the following:

- superannuation;
• motor vehicle payments and running costs;
• mortgage and personal loan repayments;
• health, life and disability insurance;
• utility expenses (eg. Electricity, gas, water, rates, etc.)
• school fees;
• child minding expenses;
• subscriptions and memberships;
• car parking; and
• credit card expenses (other than cash advances).

5.6.9 Any agreement made pursuant to this Clause is terminable by either party providing at least 14 days’ notice of withdrawal from such agreement.

5.6.10 The cost of the administration of the salary packaging arrangement is to be borne by the employee and deducted from the employee’s account each fortnight. These fees are as per the contract with the administrative provider.

5.6.11 These arrangements are subject to the current legislation affecting salary packaging for Public Benevolent Institutions (PBI’s) and may be negotiated accordingly.

5.7 JOURNEY INSURANCE

5.7.1 The Employer will effect a suitable Journey Accident Insurance Policy at the Employer’s expense and as defined by the Insurance policy will cover eligible employees for bodily injury which occurs whilst on a journey from their normal place of residence to their normal place of employment, and from their normal place of employment to their normal place of residence.

6. HOURS OF WORK AND RELATED MATTERS

6.1 ORDINARY HOURS OF WORK AND ROSTERING

6.1.1 Ordinary hours of work

(a) The ordinary hours of work will be 38 hours per week or an average of 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 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 between employer, employee and client, the ordinary hours in clause 6.1.1(a) may be worked up to 10 hours per shift. Before such an agreement is made, management must ensure a minimum of eight hours rest time is taken by the employee between such engagements. NB: This should include negotiations around the work commitments with other organisations.
6.1.2 Span Of Hours

(a) Day worker

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

(b) Shift worker

A shift worker is an employee who works shifts in accordance with clause 6.5 - Shiftwork.

6.1.3 Rostered Days Off

Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

6.1.4 Rest Breaks Between Rostered Work

An employee will be allowed a break of not less than 10 hours between the end of one shift or period of duty and the commencement of another.

6.1.5 Rosters

(a) The ordinary hours of work for each employee will be provided in writing on employment and where permanent changes to those hours occur this will be confirmed in writing.

(b) Offers of extra hours or cancelled hours will be communicated by telephone or other agreed medium.

(c) It is not obligatory for the employer to display any roster of the ordinary hours of work, but will display where appropriate.

(d) Change in roster

(i) Seven days’ notice will be given of a change in a roster. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness, or in an emergency.

(ii) This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has four rostered days off in that fortnight or eight rostered days off in a 28 day roster cycle, as the case may be.

Note: Services may have more regular updates of rosters than described in the minimum notification requirements above, to better meet the needs of the service and the employees.

6.1.6 Client Cancellation
(a) Where a client cancels or changes the rostered Home Care service, Disability Support service, Mental Health Support service, or Respite service, an employee will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the employee. If a full-time or part-time or part-time CL employee does not receive such notice, the employee will be entitled to receive payment for the hours that were cancelled to a maximum of 2 hours, regardless of how many other hours are worked on that day.

(b) The employer may direct full-time employees to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the employer’s business providing the employee has the skill and competence to perform the work.

6.1.7 Attendance At Work

(a) When work or individual shifts have been offered to an employee, and accepted, the employee has an obligation to work that shift whether they are Full-time, Part-time, Client Linked (CL) or Casual employees.

(b) If an employee, for any reason does not wish to work on a given date, a leave of absence must be requested in writing and approved.

(c) If an employee is sick, he/she must notify the employer and fill in a time sheet indicating Personal Leave was taken, ie Personal Leave for Full-time, Part-time or CL, or Personal Leave Without Pay for Casual employees.

(d) Failure to comply with the above will be treated as unauthorized absence, and may not be paid where payment would otherwise be appropriate.

6.1.8 Broken Shifts

(a) This clause only applies to social and community services employees when undertaking disability services work and home care employees.

(b) A broken shift means a shift worked by an employee that includes one or more breaks (other than a meal break)

(c) and where the span of hours is not more than 12 hours.

(d) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 6.5 - Shiftwork, with shift allowances being determined by the commencing time of the broken shift.

(e) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.

(f) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

(g) Part-Time CL employees only

A loading of 10% will be payable on all hours worked as a broken shift. A broken shift occurs when there is a break of more than one hour between work activities. This loading is in substitution of, and not additional, to any shift allowance that would have otherwise applied to any portion of the
broken shift.

Broken shift example. This is an example only to demonstrate the application of this clause but the actual rostered times used are not intended to be indicative of any particular group of employees:

Example 1

A part-time CL employee that works a broken shift as follows:

- 9am to 11am (2 hours work);
- 1pm to 3pm (2 hours work); and
- 5pm to 7pm (2 hours work),

will be paid for 6 hours work plus a 10% loading on all hours worked.

Example 2

A part-time CL employee that works a broken shift as follows:

- 9am to 11am (2 hours work);
- 11.45am to 2pm (2.25 hours work plus 0.75 hours paid travel time because less than 1 hour between work activities); and
- 5pm to 7pm (2 hours work),

will be paid for 7 hours work plus a 10% loading on all hours worked.

6.1.9 Sleepovers

(a) A sleepover means when an employee is required to sleep overnight on the employer’s premises.

(b) The span for a sleepover will be a continuous period of eight hours.

(c) Employees will be provided with a separate room with a bed, use of staff facilities and free board and lodging for each night when the employee sleeps over.

(d) The employee will be entitled to a sleepover allowance of 4.90% of the standard rate for each night on which they sleep over.

(e) 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.

(f) An employee on sleepover will be provided with, or paid for, at least four hours’ work for each instance where the employee is required. Such work will be performed immediately before or immediately after the sleepover period. The payment prescribed in clause 6.1.9(d) will be in addition to the minimum payment prescribed by this subclause.
6.1.10 24 Hour Care

(a) A 24 hour care shift requires an employee to be available for duty in a client’s home for a 24 hour period. During this period, the employee is required to provide the client with the services specified in the care plan. The employee is required to provide a total of no more than eight hours of care during this period.

(b) The employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for the employee.

(c) The employee engaged will be paid eight hours work at 155% of their appropriate rate for each 24 hour period.

6.1.11 Excursions - Camps, Escorted Holidays, Etc

(a) Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:

(b) 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 clause 6.1.9 - Sleepovers.

(c) 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.

6.2 SATURDAY AND SUNDAY WORK

6.2.1 Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 6.5 – Shiftwork.

6.2.2 Weekend penalty rates will not be cumulative upon the casual loading and weekend penalty rates prescribed in clause 6.2.1, will be in substitution for the casual loading for work undertaken on a weekend.

6.3 BREAKS

6.3.1 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 clause 6.3.1(b) does not apply.

6.3.2 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.

   (i) Where Receptionists are unable to leave their post without relief being provided, there will be a formal 15 minute relieved break arranged in each 4 hours worked.

(b) Tea breaks will count as time worked.

6.4 OVERTIME AND PENALTY RATES

6.4.1 Overtime rates

(a) Full-time employees

   A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day:

   (i) disability services, home care and day care employees— for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;

   (ii) social and community services and crisis accommodation employees— for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first three hours and double time thereafter;

   (iii) for all authorised overtime on a Sunday, payment will be made at the rate of double time;

   (iv) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and

   (v) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 6.5—Shift Work and Saturday and Sunday work premiums prescribed in clause 6.2—Saturday and Sunday Work.

(b) Part-time employees, CL and casual employees

   (i) All time worked by part-time and part-time CL employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first two hours and double time
thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.

(ii) All time worked by part-time and part-time CL employees which exceeds 10 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

(iii) Time worked up to the hours prescribed in clause 6.4.1(b)(ii) will not be regarded as overtime but an extension of the contract hours for that day and will be paid for at the ordinary rate of pay.

(iv) Overtime rates payable under this clause will be in substitution for and not cumulative upon

a. The shift premiums prescribed in clause 6.5 – Shiftwork; and

b. The casual loading prescribed in clause 4.5.1.

and are not applicable to ordinary hours worked on a Saturday or a Sunday.

6.4.2 Time off instead of payment for overtime

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

(a) time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued;

(b) where it is not possible for an employee to take the time off instead of payment for overtime within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made; and

(c) an employee cannot be compelled to take time off instead of payment for overtime.

6.4.3 Rest period after overtime

(a) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

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

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

6.4.5 Rest break during overtime

(a) An employee recalled to work overtime after leaving the employer’s or client’s premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours’ overtime; all such time will be counted as time worked.

(b) The meals referred to in clause 6.4.5(a) will be allowed to the employee free of charge. Where the employer is unable to provide such meals, a meal allowance, as prescribed in clause 5.2.2(a), will be paid to the employee concerned.

6.5 SHIFT WORK

6.5.1 Engagement in shiftwork

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

6.5.2 Definitions

(a) **Day shift** means any shift that commences earlier than 12 noon and finishes at or before 7.00 pm.

(b) **Afternoon shift** means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.

(c) **Night shift** means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.

(d) A **public holiday shift** means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

6.5.3 Shift allowances and penalty rates

(a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5%.

(b) An employee who works a night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.

(c) An employee who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the public holiday.

(d) Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.
6.6 HIGHER DUTIES

6.6.1 A home care employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate as follows:

(a) for two hours or less—the time so worked; or

(b) where the time so worked exceeds two hours—a full day or shift.

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

6.7 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS – CARE OF A CHILD

6.7.1 An employee may request a change in working arrangements to assist with the following circumstances:

(a) They are the parent, or have responsibility for the care, of a child who is school aged or younger;

(b) They are a carer (under the Carer Recognition Act 2010);

(c) They have a disability (and are qualified for a disability support pension under the Social Security Act 1991);

(d) They are 55 or older;

(e) They are experiencing family or domestic violence from a member of their family; or

(f) They provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence from a member of their family.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

6.7.2 The employee is not entitled to make the request unless:

(a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or

(b) for a casual employee—the employee:

- is a long term casual employee of the employer immediately before making the request; and

- has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

6.8 FLEXIBLE WORKING HOURS
6.8.1 Flexible Working Arrangements

The structuring of work in relation to client need will indicate whether it is possible to have groups of people or individuals negotiate flexible working hours.

6.8.2 Casual Employees

(a) Casual employees can accept or not accept offered work.

(b) Casual employees who have accepted work are required to work or have approved leave from that accepted work. Non-attendance at accepted work will terminate the employment arrangement for any remaining previously accepted work.

6.8.3 Fixed Flexible Working Hours

(a) Individual arrangements can be made by mutual agreement to ‘Ordinary Hours’

(b) Fixed Flexible Work Hours might for example include:

- 38 hours over 4.5 days and Tuesday mornings not worked
- 76 hours over 9 days and a set day per fortnight not worked
- 38 hours over 5 days starting at 10 am every day
- 38 hours over 5 days starting at 8 am
- Flexible hours negotiated from term to term to allow attendance at lectures.

A written application for Fixed Flexible Working Hours will be made and requires authorization.

6.8.4 Termination of Flexible Working Hours

Six weeks’ notice in writing, by either party, must be given prior to termination of a Fixed Flexible Working Hours arrangement. This can be shortened by mutual agreement.

6.8.5 Variable Flexible Working Hours

(a) Variable flexible working hours are arrangements that may be requested by an employee whereby additional ordinary hours are worked within a week or a fortnight.

(b) Variable flexible working hours require previous permission of the employee's Supervisor, and will be accrued at ordinary time.

(c) These hours are to be taken off at a mutually acceptable time and cannot accrue to an amount greater than the ordinary weekly hours of the employee. Hours not taken off may be paid out at ordinary time at the employer’s discretion.

(d) A verbal agreement for Variable Flexible Working Hours up to the hours allowed will be authorized by approval of the timesheet on which those hours
are recorded.

(e) Shift Exchange

Each relevant site will develop an internal procedure to facilitate the exchanging of shifts.

7. LEAVE AND PUBLIC HOLIDAYS

7.1 ANNUAL LEAVE

7.1.1 Entitlement to annual leave

(a) An employee (other than a casual employee) who is a shift worker is entitled to five (5) weeks annual leave for each completed year of continuous service.

(b) An employee who works only on the days between Monday and Friday inclusive shall be entitled to four (4) weeks annual leave for each year of service.

7.1.2 Quantum of annual leave

For the purposes of the NES and clause 7.1.1(a), a shift worker is an employee who works for more than four ordinary hours on 10 or more weekends.

7.1.3 Annual leave should be taken in the year accrued. Variations may only occur by mutual agreement between employer and employee where special circumstances exist.

7.1.4 Leave is for refreshment purposes, therefore, should be taken in blocks of at least two weeks duration unless there is mutual agreement between employer and employee and special circumstances exist.

7.1.5 Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment or as provided in 7.1.11 below.

7.1.6 Annual leave loading will be paid in one of the following manners:

(a) On the occasion of leave being taken; or

(b) An annual payment paid in December each year based on assessment of the loading entitlements pursuant to 7.1.9.

7.1.7 Taking of leave

Annual leave will be given and taken within six months of the employee becoming entitled to annual leave of more than five weeks.

7.1.8 Payment for annual leave

(a) Full-time and part-time employees

An employee will be paid, against accrued leave, the amount of wages they would have received for ordinary time worked had they not been on leave during that period.
(b) Part-Time CL employees

Average ordinary hours worked for one year will be calculated to determine the hours of annual leave to be accrued. Annual Leave will be calculated on the anniversary of each year of employment in non-Casual employment.

Leave will be granted and paid from the accrual at the greater of:

(i) Average hours accrued for that past year; or

(ii) Current hours rostered.

7.1.9 Annual leave loading

(a) In addition to their ordinary pay, an employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.

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

(i) an annual leave loading of 17.5% of ordinary pay; or

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

7.1.10 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave.

7.1.11 Cash out of annual leave in cases of hardship

On written application from the employee the employer may agree to cash out 50% of one year’s annual leave, provided four weeks’ entitlement remains, where the employee is suffering unexpected financial hardship. This process will necessitate an interview with Human Resources staff to ensure that the situation is manageable and may require the staff member to attend financial counselling.

7.1.12 Purchase of Additional Leave

(a) The purchased leave scheme allows full-time and permanent part-time employees to access 1 or 2 weeks of additional Annual Leave each year, with the cost of the leave funded by payroll deductions over the following 12 month period.

(b) Staff participation in the scheme is entirely voluntary and approval by Uniting Communities of an application to participate in the scheme will take into consideration balancing the operational needs of the business with the opportunity to provide increased flexibility for employees.

7.2 PERSONAL/CARER’S LEAVE

The provisions of this clause apply to full-time, and part-time employees and part-time CL employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 7.2.9.

7.2.1 Definitions
The term **immediate family** includes:

(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

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

(c) A person with whom the employee has established an enduring relationship and for whom the employee has become the person to deliver physical and/or emotional support i.e. the primary relationship of the employee; or

(d) as otherwise provided by the relevant legislation

### 7.2.2 Amount of paid personal leave

(a) Paid personal leave will be available to an employee, other than a casual employee, when they are absent:

(i) due to personal illness or injury; or

(ii) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires the employee's care due to an unexpected emergency.

(b) An employee is entitled to 10 days of paid personal/carers leave per annum, accumulative each year if not taken.

### 7.2.3 Payment of Personal leave

(a) If in accordance with this clause, an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

(b) Part-Time CL employees

(i) Accrued hours for the year will be calculated at each anniversary date to determine the hours of personal leave entitled.

(ii) Personal leave will be paid for the number of working hours missed due to sickness or carer's leave from the accrual of hours calculated for that year.

### 7.2.4 Personal leave for personal injury or sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

### 7.2.5 Personal leave to care for an immediate family or household member

(a) Subject to 7.2.5(b) an employee is entitled to the full amount of their personal
leave, including accrued leave each year 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.

(b) The entitlement in 7.2.5(a) is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

7.2.6 Employee must give notice

(a) The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence.

(b) If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

(c) When taking 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 notice must include:

(i) Notice prior to the absence of the intention to take leave

(ii) The name of the person requiring care and support and their relationship to the employee;

(iii) The reasons for taking such leave; and

(iv) The estimated length of absence.

7.2.7 Evidence supporting claim

(a) When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.

(b) However, unless required by the employer, up to three days of sick leave absence may be allowed without the production of a medical certificate, or other reasonable evidence;

(c) 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.

(d) 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.
7.2.8 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 7.2.5(a) and 7.2.5(b) are met.

7.2.9 Casual employees

(a) Employees may be absent from work:

(i) 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

(ii) upon the death in Australia of an immediate family or household member.

(b) 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.

7.3 COMPASSIONATE LEAVE

7.3.1 Paid Compassionate leave entitlement

(a) An employee is entitled to a period of 2 days compassionate leave for each occasion when a member of the employee’s immediate family or household:

• contract or develops a personal illness that poses a serious threat to his or her life; or

• sustains a personal injury that poses a serious threat to his or her life; or

• dies.

(b) An employee that is entitled to take paid compassionate leave in accordance with this clause is entitled to an additional 1 day of paid bereavement leave upon the death of a parent, partner or child.

(c) Evidence that is reasonably required of the illness, injury or death must be given by the employee to the employer if so requested.

(d) Compassionate leave is able to be taken as follows:

• a single unbroken period of 2 days; or

• 2 separate periods of 1 day each; or

• any separate periods to which the employee and his or her
An employee is entitled to take compassionate leave at any time while the illness or injury persists.

The employee is entitled to payment for a period of compassionate leave in accordance with the Act.

7.3.2 Unpaid Compassionate leave entitlement

(a) An employee may take unpaid compassionate leave by agreement with the employer.

7.4 SICK LEAVE SAFETY NET

7.4.1 Employees with 5 years or more of continuous service will be entitled to a non-accruable 20 days paid Sick Leave Safety Net, in excess of their Personal/Carer’s Leave entitlement.

7.4.2 The Sick Leave Safety Net is available to employees only once during the course of their employment. Once an employee has exhausted the available entitlement they will not be eligible to access any further payments.

7.4.3 Sick Leave Safety Net is only available to be utilised by an employee when the employee is suffering from, or recovering from treatment for, a diagnosed life-threatening illness or injury.

7.4.4 To access the Sick Leave Safety Net the employee must have exhausted all of their Personal/Carer’s Leave entitlements. The employee must also provide a medical certificate advising:

(a) that the Employee is suffering from, or recovering from treatment for, a diagnosed life-threatening illness or injury; and

(b) the expected period of leave.

7.4.5 Employees are not entitled to payment for absences under Sick Leave Safety Net if they do not comply with the evidence requirements set out in this clause.

7.4.6 Paid Sick Leave Safety Net will count as continuous service for the purpose of calculating service-related entitlements.

7.4.7 An employee will not be able to access sick leave safety net for absences related to family sickness or injuries compensated by Return To Work.

7.5 COMMUNITY SERVICE LEAVE

7.5.1 Entitlement to be absent from employment for engaging in eligible community service activity

7.5.2 An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

(a) the period consists of one or more of the following:

(i) time when the employee engages in the activity;
(ii) reasonable travelling time associated with the activity;  
(iii) reasonable rest time immediately following the activity; and

(b) unless the activity is jury service—the employee’s absence is reasonable in all the circumstances.

7.5.3 Meaning of eligible community service activity

General

(a) Each of the following is an eligible community service activity:

(i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or

(ii) a voluntary emergency management activity (see subsection (7.5.3(b)); or

(iii) an activity prescribed in regulations made for the purpose of subsection 7.5.3(d).

Voluntary emergency management activities – UNPAID Leave

(b) An employee engages in a voluntary emergency management activity if, and only if:

(i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and

(ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and

(iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and

(iv) either:

- the employee was requested by or on behalf of the body to engage in the activity; or

- no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

(c) A recognised emergency management body is:

(i) a body, or part of a body, that has a role or function under a plan that:

- is for coping with emergencies and/or disasters; and

- is prepared by the Commonwealth, a State or a Territory; or
(ii) a fire-fighting, civil defence or rescue body, or part of such a body; or

(iii) any other body, or part of a body, a substantial purpose of which involves:
   • securing the safety of persons or animals in an emergency or natural disaster; or
   • protecting property in an emergency or natural disaster; or
   • otherwise responding to an emergency or natural disaster; or

(iv) a body, or part of a body, prescribed by the regulations;

but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.

Regulations may prescribe other activities

(d) The regulations may prescribe an activity that is of a community service nature as an eligible community service activity.

7.5.4 Notice and evidence requirements

Notice

(a) An employee who wants an absence from his or her employment to be covered by this Division must give his or her employer notice of the absence.

(b) The notice:
   (i) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
   (ii) must advise the employer of the period, or expected period, of the absence.

Evidence

(c) An employee who has given his or her employer notice of an absence under subsection 7.5.4(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

Compliance

(d) An employee’s absence from his or her employment is not covered by this Division unless the employee complies with this section.

Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988.
Leave granted under this clause will be unpaid.

7.5.5 Payment to employees (other than casuals) on jury service

Application of this section

(a) This section applies if:

(i) in accordance with this Division, an employee is absent from his or her employment for a period because of jury service; and

(ii) the employee is not a casual employee.

Employee to be paid base rate of pay

(b) Subject to subsections 7.5.5(c), (d) and (e), the employer must pay the employee at the employee’s base rate of pay for the employee’s ordinary hours of work in the period.

Evidence

(c) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:

(i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and

(ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

Note: Personal information given to an employer under this subsection may be regulated under the Privacy Act 1988.

(d) If, in accordance with subsection 7.5.5(c), the employer requires the employee to give the employer the evidence referred to in that subsection:

(i) the employee is not entitled to payment under subsection 7.5.5(b) unless the employee provides the evidence; and

(ii) if the employee provides the evidence—the amount payable to the employee under subsection 7.5.5(b) is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.

Payment only required for first 10 days of absence

(e) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:

(i) the employer is only required to pay the employee for the first 10 days of absence; and

(ii) the evidence provided in response to a requirement under subsection 7.5.5(c) need only relate to the first 10 days of absence; and
(iii) the reference in subsection 7.5.5(d) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.

Meaning of jury service pay

(f) Jury service pay means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.

Meaning of jury service summons

(g) Jury service summons means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.

7.6 BLOOD & PLASMA DONOR LEAVE

7.6.1 Paid leave of absence for the purpose of donating blood and/or plasma be granted. When requesting blood and plasma donor leave the employee must advise his or her direct supervisor of the date and time of the leave. The employee must provide his or her leader with reasonable notice of any absence for the purpose of donating blood or plasma. The employee may be requested to provide evidence of the attendance to donate blood or plasma.

7.7 DOMESTIC CRISIS LEAVE

7.7.1 Uniting Communities recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Uniting Communities is committed to providing support to employees that experience family violence.

7.7.2 Domestic crisis refers to family violence including physical, sexual, verbal or emotional abuse by a family or household member. It includes the legal and standard meaning of “domestic violence”.

7.7.3 Leave

(a) An employee experiencing domestic crisis will have access to 20 days per year (non-cumulative) consisting of 5 days paid leave and 15 days of unpaid leave for medical appointments, legal proceedings and other activities related to domestic crisis. This leave will be in addition to existing leave entitlements and may be taken as consecutive days, single days or part days with approval by the employee’s manager or the Senior Manager, People Services.

7.7.4 Evidence

(a) Proof of domestic crisis will be required and can be in the form of a document issued by the Police Service, a Court, a Doctor or a Lawyer.

(b) All personal information concerning domestic crisis will be kept confidential.

(c) An employee experience family violence may raise the issue with their immediate Manager or the Senior Manager, People Services.

(d) Where requested by an employee, People Services will liaise with the employee’s manager on the employee’s behalf and will make a
recommendation on the most appropriate form of support.

**7.7.5 Support**

(a) In order to provide to an employee experiencing domestic crisis, Uniting Communities may approve flexible work arrangements in accordance with current policy.

(b) An employee experiencing domestic crisis will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.

**7.8 CULTURAL LEAVE**

7.8.1 10 days leave per year (non-cumulative) consisting of 2 days paid leave and 8 days unpaid leave will be granted to identified Aboriginal & Torres Strait Islander employees to attend obligatory cultural or ceremonial events. This leave will be in addition to existing leave entitlements and may be taken as consecutive days, single days or part days with approval by the employee's manager or the Senior Manager, People Services.

7.8.2 When applying for such leave the employee must provide his or her direct supervisor with reasonable notice and may be requested to provide evidence of the attendance.

**7.9 STUDY LEAVE**

7.9.1 Uniting Communities encourages staff to complete studies that benefit the individual as well as the organisation.

7.9.2 Study Leave is intended to support staff members who undertake study activities of a work-related nature to further their career development and to improve their performance in respect to their employment with Uniting Communities.

7.9.3 Eligibility and Entitlement

(a) Staff members who have completed their probationary period are eligible to apply for paid Study Leave where the study is aligned to their current or potential future roles as identified in their performance development plan and discussion with their Manager and approved by their Senior Manager.

(b) If a staff member has commenced a course prior to employment at Uniting Communities or during their probationary period, they will be eligible to apply for Study Leave after successful completion of their probation period. The course must be aligned to their current or potential future roles with Uniting Communities as identified during the recruitment process.

**7.10 TRANSITION TO RETIREMENT**

7.10.1 Uniting Communities is aware of the readjustment that a staff member may experience as they prepare for retirement. The spirit and intent of this clause is to provide staff who may be working towards a transition to retirement an opportunity to embark on a planned program of activity that will make the transition to retirement fulfilling and enjoyable.

7.10.2 It is intended that the provisions will serve as encouragement for employees approaching retirement to continue working for Uniting Communities in some capacity for as long as they are able and willing to do so.
7.10.3 A staff member must formally apply to their manager to participate in the transition to retirement program by giving at least 6 months’ notice before the program is due to commence. At the time of the application, the employee will be required to nominate a retirement date no more 3 years ahead of the date of the proposed commencement of the program.

7.10.4 Staff who meet the criteria set out in the above provisions of this clause will be eligible to access the provisions of the Agreement as well as additional benefits that will form the transition to retirement package. Elements of the package may include all or a combination of the following:

(a) Up to 12 months unpaid leave;
(b) Self-funded Career Break;
(c) Opportunity for a change in job status e.g. from full-time to part-time;
(d) Ability to use accrued Long Service Leave to top-up working hours where a shorter working week has been agreed to;
(e) Opportunity for changes to job classification without loss of existing entitlements for the payment of annual and long service leave
(f) Opportunity for job share or work from home arrangements
(g) Changes to ordinary hours

7.10.5 People Services will work with the staff member and the staff member’s manager to work towards a combination of strategies that is suitable to the needs of all parties.

7.11 LONG SERVICE LEAVE CASH OUT

7.11.1 Uniting Communities may by agreement with a staff member, at the staff member’s request, make a payment in lieu of 2 weeks of long service leave after the entitlement to long service leave accrues to the employee.

7.11.2 At the request of the staff member additional paid Long Service Leave entitlements, in excess of 2 weeks, may be granted at the discretion of the Senior Manager, People Services.

7.11.3 Where relevant, payment in lieu of long service leave will be made in whole weeks only, with a minimum of 1 week paid in lieu per occasion and will be made at the employee’s substantive rate of pay.

7.11.4 This clause is subject to the provisions of the Long Service Act 1987 as in force and amended from time to time.

7.12 BREASTFEEDING ENTITLEMENTS

7.12.1 Uniting Communities recognises the decision by women to continue to breast feed babies after their return to work and supports flexible work arrangements to assist women who wish to breastfeed at work.

7.12.2 ‘Breastfeeding’ includes expressing milk.

7.12.3 Upon request, Uniting Communities will provide access to up to 60 minutes paid time
per working day to facilitate on or off-site breast feeding via flexible work arrangements. Any such request for flexible work arrangements will be given due consideration and will not be unreasonably refused.

7.12.4 If Uniting Communities refuses the request, the employee will be provided with details on the reasons for the refusal.

7.12.5 Where possible, Uniting Communities will provide a comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities (including for breastmilk and equipment storage).

7.13 PUBLIC HOLIDAYS

7.13.1 Prescribed Public Holidays in this Agreement are as follows:

- New Year’s Day;
- Australia Day;
- Good Friday;
- the day after Good Friday;
- Easter Monday;
- Anzac Day;
- Adelaide Cup Day;
- Queen’s Birthday;
- Labour Day;
- Christmas Day;
- Proclamation Day,

and any other day which by proclamation or Act of Parliament may be declared a Public Holiday or any other day which may be substituted for any such day.

7.13.2 Payment for work done on public holidays

(a) Full-time and Part-time employees

All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time and a half of their ordinary rate of pay.

(b) Client linked employees

Where regular hours are worked with a client it is required that the worker will work those hours on a Public Holiday if required. These hours worked will be paid at the rate applying to part-time employees. If the organization does not require hours (or part thereof) to be worked the worker will receive Public Holiday at 100% of ordinary hours rate for the regular hours not worked.

Regular hours are accepted as any hours where a pattern of work can be demonstrated, e.g.

i) Work every Monday with two clients @ 2 hours each.
ii) Start a new contract one week before the public holiday which requires the worker to work on the Monday from this time forward.

OR

A pattern of work is not demonstrated if:

iii) A new contract begins the day after a public holiday which requires the worker to work on the Monday from this time forward.

OR

iv) Worked the Monday previous to a public holiday to backfill a position but would not be backfilling that position on the Monday of the Public Holiday and would not be working on the following Monday as part of a weekly pattern of backfilling a particular position.

OR

v) A regular contract is interrupted by an occasion clearly not associated with the occurrence of a Public Holiday, e.g.

- Client is in hospital;
- Client is away on a pre-arranged holiday for a period greater than the long weekend.

7.13.3 Public holiday substitution

An employer and the employees may, by agreement, substitute another day for a public holiday.

7.13.4 Public holidays occurring on rostered days off

All full-time employees will receive a day’s ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.

7.13.5 Accrued days off on public holidays

Where an employee’s accrued day off falls on a public holiday, another day, determined by the employer, will be taken instead within the same four or five week work cycle, where practical.

7.14 PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

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

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.

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).

7.14.1 Definitions

(a) Adoption includes the placement of a child with a person in anticipation of, or for the purposes of adoption.

(b) For the purpose of this clause child means a child of the employee under school age except for adoption of a child where ‘child’ means 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.

(c) Subject to 7.14.1(d), in this clause, spouse includes a de facto or former spouse.

(d) In relation to 7.14.1(c), spouse includes a de facto spouse but does not include a former spouse.

7.14.2 Basic entitlement

An employee is entitled to 12 months of unpaid parental leave if:

(a) The leave is associated with:

(i) the birth of a child of the employee or the employee’s spouse or de facto partner; or

(ii) the placement of a child with the employee for adoption; and

(b) the employee has or will have a responsibility for the care of the child.

7.14.3 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, where an employee takes leave under 7.14.2(a) and 7.14.2(b) 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 shall detract from any entitlements set out in clause 7.14.2 and 7.14.4.

7.14.4 Right to request

An employee entitled to parental leave pursuant to the provisions of 7.14.2 may request the employer to allow the employee:

(a) to return from a period of parental leave on a part-time basis until the child reaches school age;
(b) to assist the employee in reconciling work and parental responsibilities.

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.

7.14.5 Employee’s request and employer’s decision to be in writing

The employee’s request and the employer’s decision made under 7.14.4 must be recorded in writing.

7.14.6 Request to return to work part-time

Where an employee wishes to make a request under 7.14.4(a), 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.

7.14.7 Maternity 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 10 weeks;

(ii) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

(b) When the employee gives notice under 7.14.7(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity 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 7.14.2(a) 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.

7.14.8 Special maternity leave

(a) 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.

(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

(d) Where leave is granted, 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.

**7.14.9 Paternity leave**

(a) An employee will provide the employer at least 10 weeks prior to each proposed period of paternity 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 paternity leave; and

(iii) except in relation to leave taken simultaneously with the child’s mother under 7.14.2(b) a statutory declaration stating:

– that he will take the period of paternity leave to become the primary care-giver of a child;

– particulars of any period of maternity leave sought or taken by his spouse; and

– that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(b) The employee will not be in breach of 7.14.8(a) 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.

**7.14.10 Adoption leave**

(a) The employee will notify the employer at least 10 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) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

(d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee’s return to work.

(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.

(g) 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.

7.14.11 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 7.14.4.

7.14.12 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 employee’s current rate of pay and conditions until the risk period ends or the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the employee is entitled to take paid “no safe job” leave, paid at the employee’s base rate of pay for ordinary hours worked, until the end of the risk period, or the pregnancy ends, whichever occurs first.

7.14.13 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 four weeks prior to the expiration of the leave.

(b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 7.14.12, 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.

7.14.14 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 an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.14.15 Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee’s decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer’s capacity to comply with this clause.

7.14.16 Employer’s responsibility to inform

On becoming aware that:

• an employee is pregnant; or
• an employee’s spouse is pregnant; or
• an employee is adopting a child

An employer must inform the employee of:
• the employee’s entitlements under this clause; and
• the employee’s responsibility to provide various notices under this clause.

7.14.17  Paid Parental Leave

(a) An eligible employee may be entitled to paid parental leave as provided for under the Federal Government’s Paid Parental Leave Scheme.

(b) An employee who is not a casual employee and who has completed 12 months continuous service prior to the expected date of birth or placement of a child is eligible to apply for four (4) weeks employer paid parental leave.

(c) An employee who is entitled to the employer paid parental leave as per (b) of this clause may negotiate with the employer on how these payments will be made.

(d) Paid parental leave is granted to an employee on the following conditions:-

(i) Leave must be taken in a single unbroken period;

(ii) Unless additional leave is sought and granted, a combination of paid and unpaid leave must not exceed 52 weeks;

(iii) For paid adoption leave purposes, paid adoption leave is only available to the primary care giver who takes custody of the child.

(iv) It is to be paid at an employee’s base rate of pay (i.e. no shift or public holiday penalties or allowances), and

(v) It is not to be extended by public holidays, or any other leave falling within the period of leave.

(e) Part time employees are entitled to the same provisions as full time employees on a pro-rata basis according to contracted hours.

(f) During periods of paid or unpaid maternity leave, personal (sick) leave with pay is not to be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by personal/carers leave to the extent available, subject to the unusual provisions relating to production of a medical certificate and the medical certificate indicates that the illness had arisen from the pregnancy.

7.14.18  Extending period of unpaid parental leave – extending for up to 12 months beyond available parental leave period

(a) An employee who takes unpaid parental leave for his or her available parental leave period may request the employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.

(b) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.

(c) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the
(d) The employer may refuse the request only on reasonable business grounds.

(e) If the employer refuses the request, the written response must include details of the reasons for the refusal.

(f) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:

(i) the request must specify any amount of unpaid parental leave and unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;

(ii) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave or unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;

(iii) the amount of unpaid parental leave to which the other member of the employee couple is entitled in relation to the child is reduced by the period of the extension.

(g) Despite any other provision the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

8. SIGNATORIES

SIGNED ON BEHALF OF THE EMPLOYER

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SIGNED ON BEHALF OF THE EMPLOYEES – EMPLOYEE REPRESENTATIVE

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## Schedule A – Wage Rates

**NOTE:** Increases throughout the life of this Agreement are provided for in Clause 5.5 – Wage Increases

### Table 1 – ERO not applicable

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*The 1 July 2016 3% increase is taken from these rates*
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*The 1 July 2016 3% increase is taken from these rates
### TABLE 3

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### General Staff Agreement 2015

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*The 1 July 2016 3% increase is taken from these rates*
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*The 1July 2016 3% increase is taken from these rates
**TABLE 5 - Health Professionals and Support Services Award 2010 – ERO not applicable**

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*The 1 July 2016 3% increase is taken from these rates*
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*The 1 July 2016 3% increase is taken from these rates*
Schedule B - Classification Definitions—Social and Community Services Employees

B.1 Social and community services employee level 1

B.1.1 Characteristics of the level

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

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

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

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

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

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

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

B.1.2 Responsibilities

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

(a) undertake routine activities of a clerical and/or support nature;

(b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;

(c) provide routine information including general reception and telephonist duties;

(d) provide general stenographic duties;

(e) apply established practices and procedures;

(f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;

(g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;

(h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

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

B.1.3 **Requirements of the position**

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

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

(i) developing knowledge of the workplace function and operation;

(ii) basic knowledge of administrative practices and procedures relevant to the workplace;

(iii) a developing knowledge of work practices and policies of the relevant work area;

(iv) basic numeracy, written and verbal communication skills relevant to the work area;

(v) at this level 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 Schedule AB.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months’ industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

B.2 **Social and community services employee level 2**

B.2.1 **Characteristics of the level**

(a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.

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

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

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

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

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

B.2.2 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 Schedule AB.1.2.

B.2.3 Requirements of the position

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

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

   (i) basic skills in oral and written communication with clients and other members of the public;

   (ii) knowledge of established work practices and procedures relevant to the workplace;

   (iii) knowledge of policies relating to the workplace;

   (iv) application of techniques relevant to the workplace;

   (v) developing knowledge of statutory requirements relevant to the workplace;

   (vi) understanding of basic computing concepts.

(b) **Prerequisites**

   (i) an appropriate certificate relevant to the work required to be performed;

   (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;

   (iii) appropriate on-the-job training and relevant experience; or

   (iv) entry point for a diploma without experience.

(c) **Organisational relationships**

   (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under B.2.1 being undertaken;

   (ii) provide limited guidance to a limited number of lower classified employees.

(d) **Extent of authority**

   (i) work outcomes are monitored;

   (ii) have freedom to act within established guidelines;

   (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.
B.3 Social and community services employee level 3

B.3.1 Characteristics of this level

(a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.

(b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

(c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.

(d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.

(e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.

(f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.

(g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 2. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3.

B.3.2 Responsibilities

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

(a) undertake responsibility for various activities in a specialised area;

(b) exercise responsibility for a function within the organisation;

(c) allow the scope for exercising initiative in the application of established work procedures;

(d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;

(e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;

(f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
(g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;

(h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;

(i) supervise a limited number of lower classified employees or volunteers;

(j) allow the scope for exercising initiative in the application of established work procedures;

(k) deliver single stream training programs;

(l) co-ordinate elementary service programs;

(m) provide assistance to senior employees;

(n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
   (i) undertake some minor phase of a broad or more complex assignment;
   (ii) perform duties of a specialised nature;
   (iii) provide a range of information services;
   (iv) plan and co-ordinate elementary community-based projects or programs;
   (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

(o) in the delivery of disability services as described in subclauses B.1.2 or B.2.1, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

B.3.3 Requirements of the job

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

(a) **Skills, knowledge, experience, qualifications and/or training**
   (i) thorough knowledge of work activities performed within the workplace;
   (ii) sound knowledge of procedural/operational methods of the workplace;
   (iii) may utilise limited professional or specialised knowledge;
   (iv) working knowledge of statutory requirements relevant to the workplace;
   (v) ability to apply computing concepts.
(b) **Prerequisites**

(i) entry level for a relevant three year degree—pay point 2;
(ii) entry level for a relevant four year degree—pay point 3;
(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 Schedule AB.3.2 being undertaken;
(iii) operate as member of a team;
(iv) supervision of other employees.

(d) **Extent of authority**

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

**B.4 Social and community services employee level 4**

**B.4.1 Characteristics of this level**

(a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

(b) General features at this level require the application of knowledge and skills 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.

B.4.2 Responsibilities

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

(a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;

(b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;

(c) identification of specific or desired performance outcomes;

(d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;

(e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;

(f) although still under general direction, there is greater 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 straightforward matters;

(iii) lead a team within a specialised project;

(iv) provide a reference, research and/or technical information service;
(v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;

(vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;

(vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

B.4.3 Requirements of the position

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

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

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

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

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

(e) Organisational relationships
   (i) works under general direction;
   (ii) supervises other 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.

B.5 Social and community services employee level 5

B.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.

B.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.

### B.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.
SCHEDULE C - Classification Definitions—Home Care Employees

C.1 Home care employee level 1

A position in this level has the following characteristics:

C.1.1 A person appointed to this position will have less than 12 months’ experience in the industry.

C.1.2 Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

C.1.3 Judgment and decision-making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

C.1.4 Specialist knowledge and skills

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

C.1.5 Interpersonal skills

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

C.1.6 Qualifications and experience

An employee in this level will have commenced on-the-job training which may include an induction course.

C.2 Home care employee level 2

A position in this level has the following characteristics:

C.2.1 Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

C.2.2 Judgment and decision-making

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.
C.2.3  Specialist knowledge and skills

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.

C.2.4  Interpersonal skills

Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

C.2.5  Qualifications and experience

As a minimum an employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

C.3  Home care employee level 3

A position in this level has the following characteristics:

C.3.1  Accountability and extent of authority

Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

C.3.2  Judgment and decision-making

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

C.3.3  Specialist knowledge and skills

Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

C.3.4  Interpersonal skills

Positions in this level require skills in oral and written communication with clients, other employees and members of the public.
C.3.5 Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

C.4 Home care employee level 4

A position in this level has the following characteristics:

C.4.1 Accountability and extent of authority

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees.

C.4.2 Judgment and decision-making

The objectives of the work are well defined but the particular method, process of equipment to be used must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

C.4.3 Specialist knowledge and skills

(a) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

(b) Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.

C.4.4 Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities. Employees in this level may also be expected to write reports in their field of expertise.

C.4.5 Qualifications and experience

An employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

C.5 Home care employee level 5

A position in this level includes care co-ordinator, foreperson and maintenance supervisor. A position in this level has the following characteristics:

C.5.1 Accountability and extent of authority

(a) Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.
(b) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.

(c) Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

(d) Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

C.5.2 Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

C.5.3 Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

C.5.4 Management skills

(a) These positions require skills in managing time, setting priorities and planning and organising one’s own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

(b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees’ training and development.

C.5.5 Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

C.5.6 Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.
Schedule D - Classification Definitions—Therapists (Health Professionals)

D.1 Health Professional—level 1

Positions at level 1 are regarded as entry level health professionals and for initial years of experience.

This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

D.2 Health Professional—level 2

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.

At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

D.3 Health Professional—level 3

A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.

An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- is performing across a number of recognized specialties within a discipline;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.
D.4 Health Professional—level 4

A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.

An employee at this level:

- has a proven record of achievement at a senior level;
- has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
- may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
- supervises staff where required; and
- is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.
Schedule E – Classification Definitions – Caretakers and Cleaners

E.1 Cleaner (Building Attendant) Grade 1

Is an employee who at the completion of training is capable of performing work within the scope of this level.

Such an employee (to the level of the employee's training):

- is responsible for the quality of the employee's own work subject to routine supervision;
- works under routine supervision either individually or in a team environment;
- exercises discretion within the level of the employee's skills and training;
- performs those tasks customarily performed by cleaners utilising a range of materials and equipment, to clean a range of surfaces in including removing food stuffs and eating utensils, in order to restore or maintain buildings in a clean and hygienic condition.

Indicative of the tasks which an employee at this level may perform, on a daily or periodic basis, are the following:

- vacuuming and spot cleaning of carpets and soft furnishings
- sweeping and mopping
- toilet cleaning
- rubbish collection
- spray buffing
- telephone cleaning and germ proofing
- cleaning of glass, both internal and external
- cleaning related minor servicing
- minor maintenance duties incidental and/or peripheral to cleaning
- ordering and distributing cleaning supplies
- performing client, tenant and public relations duties
- receiving deliveries
- collecting, servicing and maintaining shopping and/or luggage trolleys
- securing premises where such work is incidental to the cleaning function
E.2 Cleaner (Building Attendant) Grade 2

Is an employee who at the completion of training is capable of performing work within the scope of this level

Such an employee performs work above and beyond the skills of a Building Attendant Grade One and:

- works from complex instructions and procedures;
- assists in the provision of on-the-job training;
- works under general supervision either individually or in a team environment;
- is responsible for assuring the quality of the employee’s own work, and performs those tasks customarily performed by cleaners.

In addition, a Grade 2 employee is required to perform any of the following indicative tasks, or a combination of such tasks, for the greater part of each day or shift:

- minor maintenance duties incidental and/or peripheral to cleaning;
- ordering and distribution of cleaning stores;
- client, tenant and public relations duties;
- receiving deliveries;
- performing specialist cleaning function for the greater part of each day or shift.

Specialist cleaning functions means the operation of any equipment or method of cleaning outlined below:

- Carpet cleaning. Operating equipment used in any or all of the following methods: powder system or liquid shampoo systems or hot water injection and extraction systems (commonly called steam cleaning);
- Cleaning windows on the exterior of multi storied buildings from swinging scaffolds, bosun’s chairs, hydraulic bucket trucks or similar devices;
- Operating "ride on" powered sweeping machines or other similar motorised cleaning or sweeping equipment;
- Operating steam cleaning and pressure washing equipment on the exterior of buildings.

E.3 Cleaner (Building Attendant) Grade 3

Is an employee who at the completion of training is required to perform work above and beyond the skills of an employee at Building Attendant Grade 1 or 2.

An employee at this level:

- works from complex instructions and procedures;
- assists in the provision of on-the-job training;
- co-ordinates the work of Building Attendants Grade 1 and Grade 2 and generally supervises the activity of all Building Attendants;
is responsible for ensuring the quality of the employee’s own work;

has a knowledge of the employer’s operation.

Indicative of the tasks which an employee at this level may perform are the following:

- Ensuring that proper maintenance procedures for building plant and equipment are observed;
- the arrangement of service calls to ensure that building plant is operating correctly;
- dealing with tenants and owners responsible with respect to the proper cleaning, servicing and functioning of the building;
- co-ordinating of the work (with Leading Hands) of all Building Attendants;
- participate in routine human resource and health and safety matters consistent with their supervisory functions;
- be directly involved in the provision of on-the-job training.

**E.4 Caretaker/Building Attendant Grade 1**

Is an employee who is responsible for the security and normal maintenance of a building who may in the course of duty answer all alarms, and take preventative action to safeguard the building and contents against damage, but who is not responsible for the maintenance of any mechanical or electrical plant as defined in Caretaker/Building Attendant Grade 2.

Employees in Caretaker/Building Attendant Grade 1 level may undertake incidental clerical duties such as keeping records or providing reports in relation to duties performed.

**E.5 Caretaker/Building Attendant Grade 2**

Is an employee who in addition to being responsible for the security and maintenance of a building is also responsible for the care and maintenance of any mechanical or electrical equipment or plant such as air conditioning, motors, pumps, hot and cold water plants, various alarms systems or who has to diagnose breakdowns in the various services, and take preventative action to safeguard the building and contents against damage, even though the employee may have to call in qualified tradespersons to effect a permanent repair.

Employees in this level may also perform bookkeeping, record keeping or liaising with the public or similar duties.