

**COMMUNITY SUPPORT  
INCORPORATED**

**PERSONAL SUPPORT WORKER &  
SERVICE COORDINATOR  
ENTERPRISE AGREEMENT 2009**

## **PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT**

### **CLAUSE 1.1 TITLE**

The Agreement will be known as the Community Support Incorporated Personal Support Worker & Service Coordinator Enterprise Agreement 2009.

### **CLAUSE 1.2 ARRANGEMENT**

#### **Part 1 – Application and operation of Agreement**

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### **CLAUSE 1.3 PARTIES BOUND**

**1.3.1** The parties to this Agreement are:

- (i) Personal Support and Service Coordinator Employees of Community Support Incorporated; and
- (ii) Community Support Incorporated

### **CLAUSE 1.4 DATE AND PERIOD OF OPERATION**

**1.4.1** This Agreement will operate from the date of approval of the Agreement by Fair Work Australia and its nominal expiry date shall be 31 December 2012.

**1.4.2** 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.

### **CLAUSE 1.5 DEFINITIONS**

**"Act"** means Fair Work Act 2009.

**"Agreement"** means the Community Support Incorporated Personal Support Worker & Service Coordinator Enterprise Agreement 2009.

**"Regulations"** mean the Fair Work Regulations as permitted under the *Fair Work Act 2009*.

**"Client"** means any client whom we provide a service to or for.

**"FWA"** means Fair Work Australia.

**"Employees"** means Personal Support Workers & Service Coordinators at Community Support Incorporated who undertake work as defined in Schedule 5.

**"Employer"** means Community Support Incorporated.

**"NAPSA"** means the Disabilities Services Notional Agreement Preserving State Award.

**"Continuous Service"** means service as defined in clause 3.7.

### **CLAUSE 1.6 OBJECTIVES**

**1.6.1** Commitment to Quality service – Community Support Incorporated is committed to the highest quality of service.

- 1.6.2** The agreement aims at continually improving communication and consultation in relation to major change and cooperation at the workplace level between management and staff. The agreement recognises the important contribution of staff members to ensuring the future of Community Support Incorporated.
- 1.6.3** The agreement will enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of service, to further improve productivity and enhance job satisfaction, security and remuneration in a stable employee relations environment.

#### **CLAUSE 1.7 THE MINIMUM EMPLOYMENT STANDARDS**

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

#### **CLAUSE 1.8 RELATIONSHIP TO FEDERAL LAW**

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 Community Support Incorporated must provide as required by the Australian Fair Pay and Conditions Standard.

#### **CLAUSE 1.9 EXHIBITION OF AGREEMENT**

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

## **PART 2 – CONSULTATION AND DISPUTE PROCEDURES**

### **CLAUSE 2.1 CONSULTATION AND COMMUNICATION**

The parties commit to continuing dialogue over the operation of the Agreement and industrial issues in the workplace.

### **CLAUSE 2.2 INTRODUCTION OF CHANGE**

#### **2.2.1 Notification of Intended Changes**

**2.2.1(a)** Where the employer has made a definite decision to implement changes in production, programme, organisation, structure or technology that are likely to have significant effects upon employees, the employer shall as soon as practicable, notify the employees who may be affected by the proposed changes and their chosen representative which may be the Union.

**2.2.1(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 re-training or transfer of employees to other work or locations and the re-structuring of jobs. Provided that where this Agreement makes provision for alteration to any of the matters referred to herein; an alteration shall be deemed not to have significant effect.

#### **2.2.2 Consultation with Employees and their Chosen Representative which may be the Union.**

**2.2.2(a)** The employer shall discuss with the employees affected and their chosen representative which may be the Union. among other things, the introduction of the changes referred to in paragraph 2.2.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effect of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their chosen representative which may be the Union in relation to the changes.

**2.2.2(b)** The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph 2.2.1.

**2.2.2(c)** For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their chosen representative which may be the Union 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 any employers shall not be required to

disclose confidential information disclosure of which, which looked at objectively, would be against the employer's interests.

### **CLAUSE 2.3 DISPUTE SETTLEMENT/RESOLUTION PROCEDURE**

**2.3.1** If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

**2.3.2** An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

**2.3.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

**2.3.4** If the discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.

**2.3.5** FWA may deal with the dispute in 2 stages:

- (a) FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If FWA is unable to resolve the dispute at the first stage, FWA may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

*Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

**2.3.6** While the parties are trying to resolve the dispute using the procedures in this clause:

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

- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

**2.3.7** The parties to the dispute agree to be bound by a decision made by FWA in accordance with this clause.

#### **CLAUSE 2.4 INDIVIDUAL FLEXIBILITY AGREEMENTS**

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

- (a) the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances; and
  - (v) leave loading;
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

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

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

**2.4.3** The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

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

**2.4.5** The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing – at any time.

## **PART 3 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **CLAUSE 3.1 CONTRACT OF HIRING**

- 3.1.1** The contract of hiring of every employee (other than a casual employee) is in the absence of an express contract to the contrary deemed to be hiring by the week. Nothing contained in this clause will derogate from the employer's right at common law to dismiss an employee without notice for serious misconduct or other sufficient cause.
- 3.1.2** An employee who is justifiably dismissed for any reason is entitled to payment for work in that week, but only for the time actually worked.
- 3.1.3** A part-time or casual employee must not, unless temporarily replacing a full-time employee, work more than 38 ordinary hours in any one week.
- 3.1.4** The employer must inform each employee as to the terms of their engagement, and in particular whether the employee is full-time, part-time or casual.
- 3.1.5** The employer should provide each employee with a job description or duty statement upon engagement.
- 3.1.6 Direction to perform duties**
- 3.1.6.1** 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 classification structure of this Agreement provided that such duties are not designed to promote deskilling.
- 3.1.6.2** The employer may direct an employee to carry out such duties and use equipment as may be required provided that the employee has been properly trained in the use of the equipment.
- 3.1.6.3** Any direction issued by an employer pursuant to clause 3.1.6.1 and 3.1.6.2 must be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **CLAUSE 3.2 FULL TIME EMPLOYEES**

A **Full-time employee** means a weekly-hired employee whose ordinary hours of work are an average of thirty-eight hours per week.

### **CLAUSE 3.3 PART-TIME EMPLOYEES**

- 3.3.1** Definition of Part time employee

**3.3.1.1** A **Part-time employee** means a weekly-hired employee who is engaged to work either:

- (a) regularly for an average of fifteen ordinary hours or more per week but less than an average of thirty eight ordinary hours per week; OR
- (b) for no less than four hours on any one day for a minimum of 2 days during any period of seven consecutive days.

**3.3.1.2** For the purposes of this definition any hours worked by any employee to replace temporarily another employee absent from duty which are in addition to those for which the employee is normally rostered will not be taken into account in making any calculations in clause 3.3.1.1(a) or (b).

**3.3.1.3** For the purpose of determining the regularity or otherwise of employment, regard will be had to any 12 week period.

**3.3.2** The employer must specify in the contract of hiring the minimum regular ordinary hours for an employee.

**3.3.3** All existing part-time employees may be offered additional hours wherever practical or appropriate to do so before any new employees are engaged.

Existing part-time employees may be offered additional hours by the employer after due consideration of at least the following:

- skill level of the employee;
- needs of the client;
- availability of the employee; and
- other individual requirements of the client,

provided that an offer of additional hours to an existing part-time employee should occur unless the above criteria or any significant factor identified by the employer prohibits the making of such an offer.

**3.3.4** For ordinary working hours a part-time employee must be paid hourly the rate as defined for the work performed, and is entitled to payment on a pro-rata basis for annual leave, personal leave and public holidays.

**3.3.5** A **part-time employee** will be entitled to paid on a pro rata basis.

## **CLAUSE 3.4 CASUAL EMPLOYEES**

**3.4.1** Definition of casual employee

**Casual employee** means an employee other than a full-time or part-time employee as defined in clauses 3.2 and 3.3.

**3.4.2** Casual employees must be paid for a minimum of two hours for each period of engagement.

**Proposed Variation**

**3.4.2** Casual employees will be paid at the minimum of one hour, at the appropriate rate, for each engagement.

**3.4.3** For ordinary working hours a casual employee will be paid the hourly rate, as defined, for the work performed plus 20 per centum.

**3.4.4** Casual employees are not entitled to paid annual leave, carers leave or payment for public holidays not worked.

**CLAUSE 3.5 TERMINATION OF EMPLOYMENT**

**3.5.1 Notice of termination of service by the employer**

**3.5.1.1** In order to terminate the employment of an employee, the employer must give to the employee the following notice:-

<i>Period of continuous service</i>	<i>Period of notice</i>
Not more than three years	2 weeks
More than three years but not more than five years	3 weeks
More than five years	4 weeks

**3.5.1.2** In addition to the notice prescribed in clause 3.5.1.1, employees over forty-five years of age at the time of giving the notice, with not less than two years **continuous service**, are entitled to an additional notice of one week.

**3.5.1.3** Payment at the ordinary rate of pay in lieu of the notice prescribed in clauses 3.5.1.1 and 3.5.1.2 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 thereof.

**3.5.1.4** 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 their employment not been terminated.

**3.5.1.5** The period of notice in this clause will not apply in the case of:

- a) dismissal for conduct that at common law justifies instant dismissal;
- b) casual employees;
- c) employees engaged for a specific period of time or for a specific task or tasks;
- d) 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;

- e) an employee who is otherwise excluded *or not entitled to receive notice* by the FWA or Regulations.

### **3.5.2 Notice of termination of service by an employee**

In order to terminate employment an employee must give the employer two weeks notice.

### **3.5.3 Time off during notice period**

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

### **3.5.4 Certificate of service**

The employer must, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.

### **3.5.5 Payment in lieu**

If the employer makes payment in lieu for all or any of the periods of notice prescribed, then the period for which such notice is made will be treated as service for the purposes of computing any service related entitlements of the employee arising pursuant to this Agreement.

### **3.5.6 Notice specifying day of termination**

- (1) An 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.

## **CLAUSE 3.6 REDUNDANCY**

### **3.6.1 Definitions**

**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.

**Weeks pay** means the ordinary time rate of pay for the employee concerned, provided that such rate excludes:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

### **3.6.2 Exclusions**

- 3.6.2(a) This clause does not apply to employees with less than one years continuous service. The general obligation of employers 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.
- 3.6.2(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.

### **3.6.3 Period of notice of termination on redundancy**

- 3.6.3(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 3.5 - Termination of employment.
- 3.6.3(b) Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other like technological changes in the industry in relation to which the employer is engaged must be given not less than three months notice of termination.
- 3.6.3(c) 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.

### 3.6.4 Time off during notice period

- 3.6.4(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.
- 3.6.4(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.

### 3.6.5 Severance pay

- 3.6.5(a) In addition to the period of notice prescribed for termination in clause 3.5 – Termination of employment, 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:

<b>Period of continuous service</b>	<b>Severance pay</b>
At least 1 year but less than 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
At least 3 years but less than 4 years	7 weeks pay
At least 4 years and less than 5 years	8 weeks pay
At least 5 years and less than 6 years	10 weeks pay
At least 6 years and less than 7 years	11 weeks pay
At least 7 years and less than 8 years	13 weeks pay
At least 8 years and less than 9 years	14 weeks pay
9 years and over	16 weeks pay

- 3.6.5(b) The severance payment must not exceed the amount that the employee would have earned if employment with the employer proceeded to the employee's agreed date of retirement or the employee's eligibility date for social security benefits.
- 3.6.5(c) An employer may apply to FWA for an order allowing the offsetting 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.

### 3.6.6 Incapacity to pay

The employer may make application to FWA for an order to have the severance pay

prescription varied on the basis of the employer's incapacity to pay.

### **3.6.7 Alternative payment**

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

### **3.6.8 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:

- 3.6.8(a) The date and time of the proposed termination of the employee's employment.
- 3.6.8(b) Details of the monetary entitlements of the employee upon the of the termination of the employee's employment including the manner and method by which those entitlements have been calculated.
- 3.6.8(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.
- 3.6.8(d) Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

### **3.6.9 Transfer to lower paid duties**

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

### **3.6.10 Transfer to other duties at same rate of pay**

Where an employee is made redundant from their existing position but is offered a transfer to a position of equal pay, then the severance pay provisions under 3.6.5 will not apply.

### **3.6.11 Employee leaving during notice**

An employee whose employment is terminated on account of redundancy may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payments under this clause as if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice not worked.

### **3.6.12 Employer to notify Centrelink of proposed termination in certain**

## **cases**

**3.6.12.1** 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 the FWA.

**3.6.12.2** 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.

## **CLAUSE 3.7 CONTINUOUS SERVICE**

### **3.7.1 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.
- (g) Transfer of the employment of an employee from one employer to a second employer where the second is the successor or assignee or transferee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer. This is qualified on the basis that the transfer of employment is on the same terms and conditions.
- (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 no later than 14 days after the end of the period of absence.

### **3.7.2 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 benefit.

### **3.7.3 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 3.5 – Termination of Employment, 3.6 – Redundancy (Severance).

## **PART 4 – WAGES AND RELATED MATTERS**

### **CLAUSE 4.1 RATES OF PAY**

**4.1.1** The wage rates payable under this Agreement are set out in Schedule 1.

**4.1.1.1** Wage increases provided by the Agreement will be payable from the first full pay period on or after approval of this Agreement by FWA.

**4.1.1.2** During the life of this Agreement, no further wage increases will be sought before the date prescribed in clause 1.4

**4.1.1.3** There will be no wages paid below the minimum wage amounts as determined by any relevant modern award.

#### **4.1.2 Increments**

**4.1.2.1** A full-time employee will progress by annual increment to the next **step** until the maximum salary level is reached for the appropriate classification level.

**4.1.2.2** Incremental progression for part-time and casual employees within the salary range at a classification level must be in accordance with the provisions of 4.1.2.1 except that in all circumstances the concept of "annual" will be replaced by "completion of 1400 ordinary hours of work."

No employee will progress to the next increment in less than 12 months.

Hours taken as long service leave are counted for the purposes of this clause.

For the purposes of this clause, **step** means an incremental level.

### **CLAUSE 4.2 HIGHER DUTIES**

To be eligible for payment for higher duties, an employee must have completed five days, either individually or consecutively, performing all or substantially all the duties of the higher position. Thereafter, an employee required by the employer to perform all or substantially all the duties of a higher position for three days or more must be paid at the rate of pay appropriate to the higher position.

### **CLAUSE 4.3 PAYMENT OF WAGES**

**4.3.1** Unless there is an express contract to the contrary, wages will be paid weekly.

#### **4.3.2 Payslips**

**4.3.2.1** Employers must provide each employee with a payslip which must specify:

- (a) the employer's name; and
- (b) the employee's name; and
- (c) the period to which the pay slip relates; and
- (d) the date on which the payment to which the pay slip relates was made; and
- (e) the gross amount of the payment; and
- (f) the net amount of the payment; and
- (g) any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement; and
- (h) on and after 1 January 2010 – the Australian Business Number (if any) of the employer.

**4.3.2.2** If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number, of the fund or account into which the deduction was paid.

**4.3.2.3** If the employee is paid at an hourly rate of pay, the pay slip must also include:

- (a) the rate of pay for the employee's ordinary hours (however described); and
- (b) the number of hours in that period for which the employee was employed at that rate; and
- (c) the amount of the payment made at that rate.

**4.3.2.4** If the employee is paid at an annual rate of pay, the pay slip must also include the rate as at the latest date to which the payment relates.

**4.3.2.5** If the employer is required to make superannuation contributions for the benefit of the employee, the pay slip must also include:

- (a) the amount of each contribution that the employer made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made; or

(b) the amounts of contributions that the employer is liable to make in relation to the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contributions will be made.

**4.3.2.6** In 4.3.2.5 **contributions** does not include a contribution in respect of a defined benefit interest (within the meaning of the *Superannuation Industry (Supervision) Regulations 1994*) in a defined benefit fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993*).

**4.3.3** Upon termination of the employment, wages due to an employee must be paid to the employee on the day of such termination or forwarded to the employee by post on the next working day.

#### **CLAUSE 4.4 FIRST AID**

An employee who holds a current first aid certificate issued by the St. John's Ambulance Association or Australian Red Cross Society or equivalent qualification, who is designated by the employer as the worksite first aid officer and who is required by the employer to perform first aid duty at their workplace will be paid an allowance on an hourly basis as set out in Schedule 2. The allowance will be paid on a pro-rata basis to part-time and casual employee's dependant on hours worked.

#### **CLAUSE 4.5 ON-CALL ALLOWANCE**

**4.5.1** An employee who is rostered to be on-call or who is on-call and contactable will receive the on-call allowance for the relevant period as set out in Schedule 2.

**4.5.2** The provisions of Clause 5.5.10 Rosters will apply to an employee who is rostered to be on-call.

**4.5.3** Where an emergency situation exists the employer may request an employee to be on-call for a specified period of time by agreement and the employee may not unreasonably withhold their agreement.

#### **CLAUSE 4.6 TELEPHONE ALLOWANCE**

The employer will reimburse the employee for the cost of telephone calls necessarily incurred as a result of their employment.

#### **CLAUSE 4.7 SUPERANNUATION**

The employer will make superannuation contributions to an approved Superannuation fund of the employee's choice.

**CLAUSE 4.8 SALARY PACKAGING**

Salary Packaging will apply as per Schedule 4.

## **PART 5 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK AND PUBLIC HOLIDAY WORK**

### **CLAUSE 5.1 HOURS OF WORK**

**5.1.1** The maximum number of ordinary working hours of employees other than casual and part-time employees is an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding seven consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

#### **5.1.2 Ordinary hours**

Ordinary hours will not exceed 8, except as prescribed in clause 5.5 Shift Work, in any one day and will be worked between 6 a.m. and 6 p.m. on Monday to Friday inclusive.

### **CLAUSE 5.2 IMPLEMENTATION OF 38 HOUR WEEK**

**5.2.1** The method of implementation of the 38 hour week as provided in clause 5.1 will be by employees working less than 8 ordinary hours each day.

- (a) Programmed days off will not apply.

### **CLAUSE 5.3 MEAL BREAKS**

**5.3.1.** An employee must not be required to work for more than five hours without a break for a meal.

**5.3.2** Except as provided for in clause 5.3.4, up to one hour must be allowed to each employee for lunch on each day unless otherwise agreed between the employer and the employee provided that not less than one half hour must be observed.

**5.3.3** Where an employee is required to work during a meal break and continuously thereafter, they will be paid at the rate of time and a half in addition to any penalty rate applying for the time so worked until released from duty for a meal break.

**5.3.4** Notwithstanding clause 5.3.3, 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 the employee will be paid for the duration of the

meal period at the ordinary rate of pay.

However, an employee may elect to take an unpaid meal break as prescribed in clause 5.3.2 after the meal period. If the employee so elects not to have a meal break, all ordinary hours after the meal period will be paid at the ordinary rate of pay.

## **CLAUSE 5.4 OVERTIME**

### **5.4.1 Definition**

Subject to clause 5.5.8, all authorised time worked by employees (other than employees remunerated at a rate at or above Level 6 Year 1 as set out in Schedule 1) in excess of the ordinary hours of work as prescribed in clause 5.1 is overtime and -:

- (a)** On Mondays to Fridays and on Saturdays inclusive must be paid at the rate of time and a half for the first three hours and double time thereafter, such double time to continue until completion of the overtime work;
- (b)** On Sundays must be paid at the rate of double time.

### **5.4.2 Time off in lieu of overtime**

Time off in lieu of overtime will apply on the following basis:

- 5.4.2.1** Time of In Lieu of Overtime is on an hour for hour basis
- 5.4.2.2** Approval must be obtained from the Manager prior to accumulating or utilising Time Off in Lieu of overtime.
- 5.4.2.3** The minimum amount of time for accumulation shall be 15 minutes.
- 5.4.2.4** All accrued Time Off in Lieu must be taken at a mutually agreed time and within two months of accrual. Where accrual exceeds two months, any Time Off in Lieu not taken is to be scheduled at the employer's discretion in the subsequent two month period.
- 5.4.2.5** The employee may choose whether to be paid overtime rates or to access Time Off in Lieu. Where the employee chooses TOIL and the employee cannot arrange to have the time off the employee will be paid at the ordinary rate.

### **5.4.3 Requirement to work overtime**

- 5.4.3.1** An employee may be required to work reasonable overtime at overtime rates and will work overtime in accordance with such requirement; provided that, except in emergencies, the employee will be given reasonable notice of any requirement to work overtime.

#### **5.4.4 Minimum payment**

**5.4.4.1** An employee who is required to present themselves for overtime work on a Saturday or Sunday must be paid for a minimum of two hours; provided that any employee will not be required to work the full two hours if the work such employee is employed to perform is completed in a shorter period.

#### **5.4.5 Recall to work**

**5.4.5.1** An employee who is recalled to work overtime after leaving the place of employment must be paid for a minimum of two hours work at the appropriate rate for such time so recalled, provided that an employee will not be required to work the full two hours if the work such employee is recalled to perform is completed in a shorter period.

**5.4.5.2** Clause 5.4.5.1 does not apply when overtime is continuous (subject to a twenty minute meal break without deduction of pay) with completion or commencement of ordinary working time.

**5.4.5.3** Overtime worked in the circumstances of this clause 5.4.5 will not be regarded as overtime when the actual time worked is less than the minimum of two hours on such recall or recalls.

#### **5.4.6 Transport**

When an employee is required to work overtime and finishes work at a time when normal means of transport are not available, the employer will provide such employee with a conveyance to reach the employee's home or pay the employee their current wage for the time reasonably occupied in reaching their home. Provided that where an employee uses their own vehicle, the employee will be paid a mileage allowance as set in Schedule 2.

#### **5.4.7 Meal break and meal allowance**

##### **5.4.7.1 Meal break**

**5.4.7.1(a)** An employee working overtime must be allowed a meal break of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such meal break. Provided that where an employee is required to work overtime on a Saturday the first prescribed meal break will, if occurring between 10 a.m. and 1 p.m. be paid at ordinary rates.

**5.4.7.1(b)** Unless the period of overtime is less than one and a half hours, an employee, before starting overtime after working ordinary hours, must be allowed a meal break of twenty minutes which will be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand;

provided that the employer will not be required to make any payment in respect of any time allowed in excess of twenty minutes.

#### **5.4.7.2 Meal allowance**

**5.4.7.2(a)** An employee required to work overtime for more than two hours, without being notified on the previous day or earlier that the employee will be so required to work, will either be supplied with a meal by the employer or paid an allowance as set out in Schedule 2. Such payment need not be made to employees living in the same locality as their workplace who can reasonably return home for meals.

**5.4.7.3(b)** Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be), the employer will provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

**5.4.7.4(c)** If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised the employee will be paid as above prescribed for meals which the employee has provided but which are surplus.

#### **5.4.8 Eight hour break**

**5.4.8.1(a)** An employee (other than a casual employee) who works so much overtime between the termination of ordinary work one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least eight consecutive hours off duty or a period free from duty that is at least equal to the number of ordinary hours of the shift being worked will, subject to this sub-clause be released after completion of such overtime until such employee has eight consecutive hours off duty without loss of pay for ordinary time occurring during such absences.

**5.4.8.1(b)** If on instructions of the employer such an employee resumes or continues to work without having the number of consecutive hours off duty as determined by clause 6.4.9.1, the employee must be paid at appropriate overtime rates until so released and will then be entitled to be absent until having had such consecutive hours off duty without loss of pay occurring during such absence.

**5.4.9** Where the salary of an employee is at or above Level 6, Year 1, then overtime and penalty rates prescribed by this Agreement will apply unless a written agreement is reached between the employee and the employer for a suitable employment package to take account of work which is likely to be performed outside of the ordinary hours and other similar contingencies

inherent in the work.

## **CLAUSE 5.5 SHIFT WORK**

### **5.5.1 Definitions:**

**5.5.1.1 *Afternoon shift*** means a complete rostered shift that commences not earlier than 12 noon and finishes later than 6 p.m. but before midnight.

**5.5.1.2 *Night shift*** means a complete rostered shift worked between the hours of 7.30 p.m. and 8 a.m. and that finishes after midnight.

**5.5.1.3 *Rostered day off*** means the normal days off duty provided for in accordance with the roster.

**5.5.1.4** The ***work cycle*** of a full-time employee means, for the purposes of this clause, either:

- (a)** 152 hours within a work cycle not exceeding twenty-eight consecutive days, in the case of an employee working not more than eight ordinary hours on each shift.

In such case, no full-time employee will be required to work in ordinary hours for more than eighty hours per fortnight.

OR

- (b)** 760 hours within a work cycle not exceeding one hundred and forty consecutive days, in the case of an employee working extended night shifts of between eight and ten ordinary hours each.

Where staff rotate through day, afternoon, and extended night shifts, the ordinary hours of duty will be worked by a combination of the provisions of this clause.

### **5.5.2 Hours**

The maximum ordinary hours of work is an average of 38 per week to be worked according to roster.

### **5.5.3 Part-time/casual limit**

A part-time or casual employee must not, unless temporarily replacing a full-time employee, work more than 76 hours in any one fortnight.

### **5.5.4 Twelve hour shifts**

A shift may consist of not more than ten hours, excluding meal breaks, provided that:

**5.5.4.1** in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours will be subject to agreement between the employer and the majority of employees concerned, and

**5.5.4.1(a)** By agreement between the employer, and the majority of employees concerned, ordinary hours not exceeding twelve on any shift may be worked subject to:

- (i) proper health and monitoring procedures being introduced;
- (ii) suitable roster arrangements being made; and
- (iii) proper supervision being provided.

**5.5.4.1(b)** The provisions of clause 5.5.8 do not apply to employees employed on 12 hours shifts.

## **5.5.5 Penalty rates**

### **5.5.5.1** Afternoon and night shift

An employee working on an **afternoon** or **night shift** from Monday to Friday inclusive must be paid an allowance calculated at the rate of 15 per centum of actual hours worked in addition to the ordinary rate.

**5.5.5.2** The additional payments prescribed by this clause do not form part of the employee's ordinary pay for the purposes of this Agreement.

## **5.5.6 Saturday and Sunday work**

**5.5.6.1** An employee must be paid for work done during ordinary working hours (i.e. not being overtime) between midnight Friday and midnight Sunday an additional payment calculated at the rate of 50 per centum of the ordinary rate for the actual hours worked.

**5.5.6.2** The additional payments prescribed by this clause do not form part of the employee's ordinary pay for the purposes of this Agreement and are in substitution for and not cumulative upon the shift penalty, or the broken shift penalty.

## **5.5.7 Overtime**

### **5.5.7.1** Calculation of payment

**5.5.7.1(a)** In the case of casual employees working overtime such employees will continue to receive the 20 per centum casual loading based on the hourly rate, so that:

- (i) where "time and a half" is applicable, the rate of pay is 170 per centum of the hourly rate.
- (ii) where "double time" is applicable, the rate of pay is 220 per

centum of the hourly rate.

**5.5.7.1(b)** In computing overtime payments, each days work stands alone.

**5.5.7.2 Recall to work**

**5.5.7.2(a)** An employee who is recalled to work overtime after leaving the place of employment must be paid for a minimum of two hours work at the appropriate rate for such time so recalled. An employee will not be required to work the full two hours if the work the employee is recalled to perform is completed in a shorter period.

**5.5.7.2(b)** Clause 5.5.7.2(a) does not apply when overtime is continuous (subject to a reasonable meal break) with completion or commencement of ordinary working time.

**5.5.7.2(c)** Overtime worked in the circumstances of this clause 5.5.7.2 is not regarded as overtime when the actual time worked is less than the minimum of 2 hours on such recall or recalls.

**5.5.7.3 Transport**

When an employee is required to work overtime and finishes work at a time when normal means of transport are not available, the employer must provide the employee with a conveyance to reach the employee's home.

**5.5.8 Eight hour break**

An employee must wherever practicable:

- have at least eight hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift provided; or
- where the ordinary hours of work on a rostered shift have exceeded eight hours, the period free from duty must be at least equal to the number of ordinary hours of the shift.

**5.5.9 Meal breaks**

**5.5.9.1** By arrangement with the employees on each shift an unpaid meal break will be allowed which will be not less than thirty minutes but not more than sixty minutes and which will be free of all duty, provided that the meal break on the night shift will not exceed thirty minutes. Such meal breaks are not regarded as working time.

**5.5.9.2** Where an employee is not able to leave the premises during an unpaid meal break or is otherwise unable to take an unpaid meal break free of all duty they will:

- (a) from Monday to Friday receive an allowance as set out in Schedule 2 per half hour of the meal break; or
- (b) on Saturdays, Sundays and Public Holidays receive an allowance as set out in Schedule 2 per half hour of the meal break.

Should an employee in receipt of such an allowance be recalled to work the provisions of clause 5.5.9.3 apply.

**5.5.9.3** When an employee is interrupted during a meal break by a call to duty the extent of the interruption will be counted as time worked and the employee must be allowed to continue their meal break as soon as practicable. Should it be impracticable for the employee to complete their meal break during the remainder of the ordinary working hours, the employee will receive the appropriate overtime pay for the time so worked.

**5.5.9.4** There must be at least one tea break of not less than ten minutes per shift and this break is counted and paid as time worked.

#### **5.5.10 Rosters**

**5.5.10.1** The ordinary hours of work for each employee must be displayed on a roster in a place conveniently accessible to employees at least seven days before the commencement of the day on which the roster commences, provided however that a roster may be altered at any time to enable the service of the **organisation** to be carried on in an emergency or when another employee is absent from duty.

Every employee will be entitled to consecutive rostered days off duty provided the provisions of this sub-clause may be varied by mutual agreement.

**5.5.10.2** An employee will wherever practicable have at least eight hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift; provided however that this clause 5.5.10 does not apply if the employee is required to perform the duty to enable the service of the **organisation** to be carried on when another employee is absent from duty or in an emergency.

#### **5.5.11 Night duty**

**5.5.11.1** The period of night duty to be worked by an employee must not exceed eight weeks in any six-monthly period, provided that the provisions of this clause 5.5.11 may be varied by agreement with the employee and provided further that these provisions do not apply if the employee is required to perform duty to enable the service of the **organisation** to be carried on in an emergency or when another employee is absent from

duty because of illness.

**5.5.11.2** Except in cases of emergency one week's notice must be given to an employee going on night duty.

**5.5.11.3** An employee changing from night duty to day duty or from day duty to night duty must be free from duty during the twenty hours immediately preceding the commencement of the changed duty; provided that this clause 5.5.11 does not apply if the employee is required to perform duty to enable the services of the **organisation** to be carried out in an emergency or when another employee is absent from duty.

#### **5.5.12 Broken shifts**

**5.5.12.1** **Broken Shift** is defined as any period of rostered duty which is not continuous but excluding breaks as prescribed by this Agreement.

**5.5.12.2** Employees working a broken shift from Monday to Friday inclusive must be paid an additional 10 per centum, calculated on the ordinary rates prescribed by clause 4.1, for each such **broken shift** worked. Provided that, when the second part of a broken shift finishes at or after 7.30 p.m., the additional payment will be 15 per centum calculated on the ordinary rate.

**5.5.12.3** The provisions of clause 5.5.12.2 do not apply when an employee requests to work hours other than those displayed on the roster.

**5.5.12.4** Employees required to work **broken shifts** must be reimbursed for fares actually incurred to a maximum of the amount set out in Schedule 2 for the second portion of the broken shift only.

**5.5.12.5** The additional payments prescribed by this clause do not form part of the employee's ordinary pay for the purposes of this Agreement.

#### **CLAUSE 5.6 EARLY MORNING DUTY**

All employees who commence work prior to 7 a.m. Monday to Friday inclusive, except on a public holiday, will receive an additional payment for all hours worked up until 7 a.m. calculated at the rate of 15 per centum of the appropriate ordinary hourly rate as defined in clause 4.1. Such additional payment will be in lieu of any entitlement to payment under clause 5.5.

#### **CLAUSE 5.7 DAY OFF IN EACH WEEK**

**5.7.1** All employees will receive one clear day off each week in case of day shift and in the case of night shift on clear night off each week.

**5.7.2** During any working period not exceeding three consecutive weeks, the night off may, with approval of the employer, be allowed to stand over and be taken (at a time mutually agreed upon) in any one period of consecutive nights.

## **PART 6 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **CLAUSE 6.1 ANNUAL LEAVE**

**6.1.1** Annual leave will be allowed to all employees (other than a casual employee as defined) after twelve months *continuous service* in accordance with the provisions of this clause.

**6.1.2** Annual leave entitlement as prescribed in clause 6.1.1 will be:

(a) if the employee is regularly rostered for duty over seven days of the week - five weeks with pay after twelve months *continuous service*;

(b) any other employee - four weeks with pay after twelve months *continuous service*.

#### **6.1.3 Accrual of annual leave**

##### **6.1.3.1 Full-time employees**

A full-time employee will accrue annual leave as follows:

(a) employees entitled to five weeks annual leave - 15.83 hours for each complete month of service.

(b) employees entitled to four weeks annual leave - 12 2/3 hours for each complete month of service.

##### **6.1.3.2 Part-time employees**

Part-time employees will be allowed annual leave of five or four weeks per annum as prescribed in clause 6.1.2.

Payment and accrual of the annual leave must be calculated proportionately based on the ratio which the number of hours worked bears to thirty-eight.

#### **6.1.4 Annual leave exclusive of public holidays**

The annual leave prescribed by this clause is exclusive of any public holiday prescribed by this Agreement that falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day. For each such holiday falling within the employee's period of annual leave, the period of leave will be increased by one day.

#### **6.1.5 Proportionate leave on termination**

If after one months *continuous service* in any qualifying twelve monthly period an employee leaves their employment or their employment is terminated by the employer, the employee will be paid at the rate prescribed in clause 6.1.3 applicable to the employee for each completed month of service for which the employee has not been granted annual leave.

### **6.1.6 Payment for period of leave**

Each employee, before going on annual leave, must be paid the amount of wages the employee would have received in respect of ordinary time the employee would have worked had the employee not been on leave during that period. For the purposes of this clause 6.1.6 the following payments in addition to the Agreement rates of pay for the appropriate classification, where applicable, must be included in determining the amount so payable for annual leave:

- (a) Week-end penalty rates for rostered shift worker
- (b) Shift premiums
- (c) Uniform allowances
- (d) Other payments to which an employee is entitled in accordance with the employee's contract of employment for ordinary hours of work other than:
  - (i) Special rates
  - (ii) Travelling or board allowances
  - (iii) Overtime.

This clause 6.1.6 will apply to pro rata leave entitlement and payment for same upon termination regardless of whether termination is by the employer or the employee.

### **6.1.7 Annual leave loading**

Each employee, during a period of annual leave or in respect of pro-rata leave or in respect of annual leave on termination of employment, must be paid in addition to their salary for that period a loading computed upon the normal rate of pay attaching to the classification concerned at the time when the employee commences such leave or such leave becomes payable. The loading will be applied as follows:

- (a) A loading of 17 1/2 per cent calculated at the rate of pay as set out in clause 6.1.3 where applicable; or
- (b) the weekend and shift penalties the employee would have received had the employee not been on leave during the relevant period, whichever is the greater.

### **6.1.8 Leave to be taken**

The annual leave provided for in this clause will be allowed and must be taken and except for the purposes of discharging any outstanding rights to annual leave on the cessation of employment.

### **6.1.9 Cashing out of Annual Leave**

Where the employee and employer agree, an employee may elect in writing to cash out up to a maximum of two (2) weeks annual leave in each twelve month period, provided that the employees remaining entitlement is not less than four (4) weeks.

The provision shall operate in accordance with the Fair Work Act as amended from time to time.

#### **6.1.10 Time of taking leave**

- 6.1.10.1** Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in clause 6.2.
- 6.1.10.2** If an employer and employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.
- 6.1.10.3** If an employer determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.
- 6.1.10.4** To assist employees to balance their work and family responsibilities, an employee may elect with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement.

#### **6.1.11 Leave allowed before due date**

An employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such case a further period of annual leave will not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this clause 6.1.11 before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months **continuous service** in respect of which the leave was granted, the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment 1/12th of the amount of wage paid on account of the annual leave, which amount does not include any sums paid for any additional leave under clause 6.1.3.

#### **6.1.12 Calculation of month**

For the purposes of this clause, a month commences on the day of the month when the full time or part time employment of an employee commenced and ends one calendar month later. If there is no such day in the subsequent month, it is the last day of the subsequent month. **Example:** *A worker begins employment on 31 January.*

*The worker will accrue one month of service on 28 February. The same worker will accrue three months of service on 30 April.*

## **CLAUSE 6.2 PERSONAL LEAVE (SICK LEAVE AND CARER'S LEAVE)**

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 3.4.

### **6.2.1 Definitions**

The term **immediate family** includes:

- 6.2.1(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
- 6.2.1(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;
- 6.2.1(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 ie the primary relationship of the employee; or
- 6.2.1(d)** as otherwise provided by the relevant legislation.

### **6.2.2 Amount of paid personal leave**

- 6.2.2(a)** Paid personal leave will be available to an employee, other than a casual employee, when they are absent:
  - due to personal illness or injury; or
  - 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.
- 6.2.2(b)** An employee is entitled to 10 days of paid personal/carers leave.

### **6.2.3 Payment of Personal leave**

- 6.2.3.1** The employee is entitled to payment for a period of personal leave in accordance with the Fair Work Act.
- 6.2.3.2** If in accordance with this clause, an employee takes a period of paid personal/carers 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.

#### **6.2.4 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.

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

- 6.2.5(a)** Subject to 6.2.5(b) a full-time employee is entitled to use up to 10 days 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.
- 6.2.5(b)** The entitlement in 6.2.5(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.
- 6.2.5(c)** By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 6.2.5(a) beyond the relevant limit set out in 6.2.5(a). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

#### **6.2.6 Employee must give notice**

- 6.2.6(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. 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.
- 6.2.6(b)** 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:
- Notice prior to the absence of the intention to take leave
  - The name of the person requiring care and support and their relationship to the employee; and
  - The estimated length of absence.

#### **6.2.7 Evidence supporting claim**

- 6.2.7(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.
- 6.2.7(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;
- 6.2.7(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.
- 6.2.7(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.

#### **6.2.8 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 15.2 hours) of unpaid leave per occasion, provided the requirements of 6.2.5(a) and 6.2.5(b) are met.

### **CLAUSE 6.3 COMPASSIONATE LEAVE**

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 3.4

#### **6.3.1 Paid Compassionate leave entitlement**

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.

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

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 employer agree.

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 Fair Work Act.

### **6.3.2 Unpaid compassionate leave**

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

## **CLAUSE 6.4 OTHER LEAVE**

**6.4.1** Extended periods of Leave Without Pay will not count as service for the purpose of accrual of service related entitlements.

**6.4.2** The employer will grant leave without pay at its discretion in certain circumstances.

## **CLAUSE 6.5 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).

### **6.5.1 Definitions**

- 6.5.1(a) Adoption** includes the placement of a child with a person in anticipation of, or for the purposes of adoption.
- 6.5.1(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.
- 6.5.1(c)** Subject to 6.5.1(d), in this clause, **spouse** includes a de facto or former spouse.
- 6.5.1(d)** In relation to 6.5.1(c), spouse includes a de facto spouse but does not include a former spouse.

### **6.5.2 Basic entitlement**

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

- 6.5.2(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
  - (i) the placement of a child with the employee for adoption; and
- 6.2.5(b)** the employee has or will have a responsibility for the care of the child.

### **6.5.3 Variation of period of parental leave**

Unless agreed otherwise between the employer and employee, where an employee takes leave under 6.5.2(a) and 6.5.2(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 6.5.2 and 6.5.4.

### **6.5.4 Right to request**

An employee entitled to parental leave pursuant to the provisions of 6.5.2 may request the employer to allow the employee:

- 6.5.4(a)** to return from a period of parental leave on a part-time basis until the child reaches school age;
- 6.5.4(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.

#### **6.5.5 Employee's request and employer's decision to be in writing**

The employee's request and the employer's decision made under 6.5.4 must be recorded in writing.

#### **6.5.6 Request to return to work part-time**

Where an employee wishes to make a request under 6.5.4(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.

#### **6.5.7 Maternity leave**

**6.5.7(a)** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

**6.5.7(a)(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;

**6.5.7(a)(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.

**6.5.7(b)** When the employee gives notice under 6.5.7(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.

**6.5.7(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.

**6.5.7(d)** Subject to 6.5.2(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.

**6.5.7(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.

#### **6.5.8 Special maternity leave**

- 6.5.8(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.
- 6.5.8(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.
- 6.5.8(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.
- 6.5.8(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.

#### **6.5.9 Paternity leave**

- 6.5.9(a)** An employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave, with:
- 6.5.9(a)(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
- 6.5.9(a)(ii)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 6.5.9(a)(iii)** except in relation to leave taken simultaneously with the child's mother under 6.5.2(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.

**6.5.9(b)** The employee will not be in breach of 6.5.9(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.

#### **6.5.10 Adoption leave**

**6.5.10(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.

**6.5.10(b)** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

**6.5.10(b)(i)** the employee is seeking adoption leave to become the primary care-giver of the child;

**6.5.10(b)(ii)** particulars of any period of adoption leave sought or taken by the employee's spouse; and

**6.5.10(b)(iii)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

**6.5.10(c)** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

**6.5.10(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.

**6.5.10(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.

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

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

#### **6.5.11 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 6.5.4.

#### **6.5.12 Transfer to a safe job**

**6.5.12(a)** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

**6.5.12(b)** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### **6.5.13 Returning to work after a period of parental leave**

**6.5.13(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.

**6.5.13(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 6.5.12, the employee will be entitled to return to the position they held immediately before such transfer.

**6.5.13(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.

#### **6.5.14 Replacement employees**

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

**6.5.14(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.

#### **6.5.15 Communication during parental leave**

**6.5.15(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:

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

**6.5.15(a)(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.

**6.5.15(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.

**6.5.15(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.

#### **6.5.16 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.

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

**6.5.17(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.

**6.5.17(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.

**6.5.17(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 request is made.

**6.5.17(d)**The employer may refuse the request only on reasonable business grounds.

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

**6.5.17(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.

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.

## **CLAUSE 6.6 PUBLIC HOLIDAYS**

### **6.6.1 General**

**6.6.1.1** Employees (other than casual employees) must be paid an additional 150 per cent of the appropriate rate based on the ordinary hourly rate as defined, for actual hours worked, on the following public holidays:

- 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, in any locality within the State of South Australia.

**6.6.1.2** Where a paid public holiday falls on an employee's normal working day during a period when an employee is on annual leave, the period of annual leave will be extended accordingly.

### **6.6.2 Casual employees**

Where a casual employee works on any public holiday the employee must be paid at the rate of 150 per centum in addition to ordinary time. This payment will not include the additional 20 per centum.

### **6.6.3 7 day shift workers**

If a public holiday falls between Monday and Friday inclusive:

**6.6.3.1** A full-time 7 day week worker, who does not work on any such day because it is their rostered day off, will receive an extra 7 hours 36 minutes pay in respect of such day;

**6.6.3.2** A part-time 7 day week worker, who does not work on any such day because it is their rostered day off, will receive an extra days pay in respect of such day provided that such payment will not exceed 7 hours 36 minutes pay.

### **6.6.4 Payment for shifts**

For the purpose of payment for shift workers for the public holiday in respect of a night shift which commences on one day and concludes on the next following day, the public holiday shift will be regarded as being the shift on which more than half of

the total rostered shift hours falls on the public holidays, such that:

- (a) if a rostered shift commences at 10.00 p.m. on a public holiday, that shift will not be regarded as a public holiday shift.
- (b) if a rostered shift commences at 10.00 p.m. on the day before a public holiday and finishes at 6.00 a.m. on the public holiday such shift will be regarded as a public holiday shift.

In the case noted in paragraph (a) above a night shift worker would be entitled to a public holiday payment.

#### **6.6.5 Minimum payment**

Employees, other than shift workers, required to work on a Public Holiday, as defined, must be paid a minimum of two hours work, provided that an employee will not be required to perform work the full two hours if the work such an employee is required to is completed in a shorter period.

#### **6.6.6 Meal breaks**

The provisions relating to meal breaks in clause 5.4.7, will apply in respect of work performed on public holidays, as defined.

## **PART 7 – TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **CLAUSE 7.1 TRAVELLING AND MOTOR VEHICLE ALLOWANCE**

- 7.1.1** Employees required to travel on the employer's business will be supplied with a vehicle by the employer, provided that, where the employer's vehicle is not available and the employee uses their own vehicle, the employer must pay to the employee a vehicle allowance as set out in Schedule 2 per kilometre.
- 7.1.2** An employee required to travel by other means in connection with their work must be reimbursed all reasonable travelling expenses so incurred, provided that, where an employee is required to travel by air transport the employer will provide a return economy class air fare to the employee prior to departure.
- 7.1.3** Where an employee is called on duty at night or at any time other than their normal hours or on any non-working day, the employee must be reimbursed their fares, or if using their own vehicle to travel between their home and place of work, receive a travel allowance as set out in clause 7.1.1.
- 7.1.4** An employee required to travel intra or interstate on official business must be reimbursed the cost of reasonable board, lodgings, meals and fares. Reasonable proof of costs so incurred is to be provided by the employee to the employer.

### **CLAUSE 7.2 SLEEPOVER ARRANGEMENTS**

#### **7.2.1 Definitions**

Sleepover is defined as any arrangement not otherwise set out in this Agreement, but excluding live-in arrangements and camps/living arrangements, where an employee is required to be present on the employers or clients premises overnight for the purpose of supervising residents, even though the employee may be asleep.

Such employees will have their terms and conditions provided in Schedule 3.

## **PART 8 – TRAINING AND RELATED MATTERS**

### **CLAUSE 8.1 QUALIFICATIONS**

- 8.1.1** All employees are required to have the minimum necessary qualifications for a particular level as provided in Schedule 5.
- 8.1.2** An employee will not be appointed to Level 2 unless they hold a Community Care Certificate or equivalent or trade qualifications.
- 8.1.3** An employee will not be appointed to Level 3 unless they hold a Community Care Certificate or equivalent. In addition, it is preferable that an employee at this level hold supervisory qualifications.
- 8.1.4** An employee will not be appointed to Level 4 or Level 5 unless they hold a Degree in Applied Science (Developmental Disabilities) or equivalent.
- 8.1.5** An employee will not be appointed to Level 6 unless they hold a Degree in Management or in an appropriate human services area.
- 8.1.6** An employer will determine the appropriateness or otherwise of a qualification having regard to the nature of work performed within the position. Where an employee is not satisfied with the determination by the employer, the matter will be resolved in accordance with the Dispute Settling Procedure in clause 2.3.

**PART 9 – OCCUPATIONAL HEALTH AND SAFETY MATTERS,  
EQUIPMENT, TOOLS AND AMENITIES**

**CLAUSE 9.1 PROTECTIVE CLOTHING AND UNIFORMS**

- 9.1.1** Where an employer requires an employee to wear protective clothing, a uniform, or footwear of a special nature, such protective clothing, uniform or footwear as are reasonably required must be provided and maintained by the employer. Provided that any issue of protective clothing, uniforms or footwear will remain the property of the employer.
- 9.1.2** Where an employee is not provided with protective clothing, a uniform or footwear in accordance with clause 9.1.1, an allowance as set out in Schedule 2 must be paid.

## SCHEDULE 1 - RATES OF PAY

The following annual rates of pay will apply:

Classification	Annual Salary Current \$	Following Approval 3%	After 12 months 3%	After 24 Months 3%
<b>Level 1</b>				
Step 1	\$32,129	\$33,093	\$34,086	\$35,108
Step 2	\$32,586	\$33,564	\$34,570	\$35,608
<b>Level 2</b>				
Step 1	\$33,413	\$34,415	\$35,448	\$36,511
Step 2	\$34,008	\$35,028	\$36,079	\$37,161
Step 3	\$34,392	\$35,424	\$36,486	\$37,581
<b>Level 3</b>				
Step 1	\$35,292	\$36,351	\$37,441	\$38,565
Step 2	\$36,022	\$37,103	\$38,216	\$39,362
Step 3	\$36,845	\$37,950	\$39,089	\$40,262
Step 4	\$37,680	\$38,810	\$39,975	\$41,174
<b>Level 4</b>				
Step 1	\$38,394	\$39,546	\$40,732	\$41,954
Step 2	\$39,479	\$40,663	\$41,883	\$43,140
Step 3	\$40,283	\$41,491	\$42,736	\$44,018
<b>Level 5</b>				
Step 1	\$41,733	\$42,985	\$44,275	\$45,603
Step 2	\$44,103	\$45,426	\$46,789	\$48,193
Step 3	\$45,639	\$47,008	\$48,418	\$49,871
<b>Level 6</b>				
Step 1	\$47,189	\$48,605	\$50,063	\$51,565
Step 2	\$48,235	\$49,682	\$51,173	\$52,708
Step 3	\$49,944	\$51,442	\$52,986	\$54,575

## **SCHEDULE 2 - ALLOWANCES**

Note:- The allowances in this Schedule operated from the dates shown.

<b>Clause no.</b>	<b>Description</b>	<b>Amount</b>	
4.4	First aid	\$9.90	Per week
4.5	On-call – 12 hours or less	\$6.95	
4.5	On-call – more than 12 hours and up to and including 24 hours	\$15.60	
5.4.7.2(a)	Meal allowance	\$12.05	Per meal
5.5.9.2(a)	Meal break – Monday to Friday	\$9.80	Per half hour
5.5.9.2(b)	Meal break – Saturdays, Sundays and Public Holidays	\$12.70	Per half hour
5.5.12.4	Broken shifts – fares (maximum)	\$4.30	For the second portion of the broken shift only
7.1.1	Vehicle allowance	\$0.69	Per km
9.1.2	Protective clothing/uniform – full-time employee	\$4.45	Per week
9.1.2	Protective clothing/uniform – part-time or casual employee	\$0.12	Per hour
9.1.2	Footwear – full-time employee	\$66.20	Per annum
9.1.2	Footwear – part-time or casual employee	\$0.04	Per hour
S3.4.1	Sleepover	\$6.45	Per hour

## **SCHEDULE 3 - SLEEPOVER ARRANGEMENTS**

### **S3.1 Sleepover preferably not to be sole employment relationship**

For an employee undertaking sleepover the period of sleepover should, where possible, be attached to a shift of shifts.

### **S3.2 Hours of work**

An employee may only be required to work a sleepover arrangement for a maximum of nine hours between the hours of 8.00 p.m. and 8.00 a.m. the following day.

### **S3.3 Duties**

An employee required to work a sleepover arrangement is required to respond and provide assistance to calls from clients. Where an employee is not required to respond to calls from clients, they must not be required to perform the duties of any classification of employee prescribed by this Agreement.

### **S3.4 Rate of remuneration**

**S3.4.1** The rate of remuneration will be as set out in Schedule 2 for all the sleepover arrangement other than for those hours worked at the substantive classification of the employee.

**S3.4.2** Where an employee responds to calls from clients the employee must be paid at their substantive classification rate for a minimum of one hour and in addition will receive the relevant penalty rate. Where a further call from clients occurs within the hour for which an employee has received payment as outlined above for that hour, no further payment will be made until that hour has expired.

### **S3.5 Entitlement to annual leave**

An employee will prior to proceeding on annual leave be paid, Annual Leave, in addition to any annual leave entitlement, either:-

- (a) an annual leave loading, or
- (b) weekend and shift penalties plus the sleepover payments the employee would have received had the employee not been on leave during the relevant period, whichever is the greater.

### **S3.6 Employer provided facilities**

Where an employee is required to work a sleepover arrangement the following facilities will be provided at no cost to the employee;

- (a) Provision of a bed and bed linen,
- (b) Reasonable furniture,

- (c) Provision of toilet,
- (d) Provisions for the storage of light food stuffs and beverages,
- (e) Provision of a separate room subject to availability, however, where no such separate room exists the employee must be provided with a suitable area for sleeping, offering reasonable privacy.

## **SCHEDULE 4 – SALARY PACKAGING**

### **Salary Packaging**

Salary packaging allows employees to receive the maximum value of non-salary benefits provided concessional treatment by the Fringe Benefits Tax laws in a form other than take home pay.

Gross salary is reduced by the amount of the fringe benefits paid by the employer. The net gross salary is then subject to "Pay-As-You-Go" (PAYG) tax.

All existing entitlements (i.e., employer superannuation, leave loading, penalties, and overtime) will be based on the "pre-package" salary.

All employees covered under this Agreement have access to salary packaging arrangements subject to the following provisions:

**S4.1** Entry into salary packaging arrangement is only to occur with the genuine consent of both parties. Employees have the right to take the award salary rate only.

**S4.2** Employees wishing to access salary packaging must indicate that:

**S4.2.1** they have sought independent expert advice in relation to entering into such an arrangement; and

**S4.2.2** they understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefits items which are selected, the salary packaging arrangement shall lapse and a new arrangement will be put in place whereby the total cost of salary packaging to the employer does not increase. If the employee elects to continue with packaging the cost of the payment of the FBT will be passed back to him/her, or benefit items can be converted back to salary to be taxed at the relevant PAYG tax rate; and

**S4.2.3** they understand that the employer will meet the payroll costs associated with managing the salary package and that individual employees will meet the costs of the administrative component of managing the salary package as determined and advised by the Employer or bureau selected to administer packaging. They agree to meet the administrative component by salary deduction or other means determined appropriate by the Employer; and

**S4.2.4** that upon resignation or termination of employment the employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.

Benefits available to be packaged may include the following:

- Mortgage
- Personal loan payments

- Motor vehicle payments and running costs
- Superannuation (employee contribution)
- Work-related education expenses (not HECS)
- Health, Life & Disability Insurance
- Child minding expenses
- Rental payments
- School fees

An employee may have superannuation, as well as up to three other separate approved benefits paid under a packaging arrangement, provided that the total payment to benefits (excluding superannuation) does not exceed the limit prescribed by the Government for the year.

An employee may cancel a salary packaging arrangement by giving one month's written notice.

## SCHEDULE 5 - CHARACTERISTICS

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
<b>ORGANISATIONAL RELATIONSHIP</b>	<p><b>Personal Care and Practical Support Stream</b></p> <ul style="list-style-type: none"> <li>work under general supervision using established practices, procedures and instructions</li> <li>no supervisory responsibilities</li> </ul>	<p><b>Personal Care and Practical Support Stream</b></p> <ul style="list-style-type: none"> <li>employees at this level have had sufficient experience and/or training to enable them to carry out their assigned duties under routine supervision</li> <li>provide limited guidance to lower classified staff</li> </ul>	<p><b>Supervisory Stream</b></p> <ul style="list-style-type: none"> <li>work under general direction of manager</li> <li>supervise a small work group or team providing direct client services</li> </ul>	<p><b>Professional Support Stream</b></p> <ul style="list-style-type: none"> <li>work under general direction</li> <li>provide skilled specialist advice, guidance and direction to the organisation and other staff working with individual clients</li> </ul>	<p><b>Senior Professional Support Stream</b></p> <ul style="list-style-type: none"> <li>work under general direction of manager</li> <li>manage and supervise the work of other specialists providing client assessment, planning and management</li> </ul>	<p><b>Management Stream</b></p> <ul style="list-style-type: none"> <li>work under broad direction of manager or Board of management</li> <li>set outcomes for staff and monitor results</li> </ul>
	<p><b>EXTENT OF AUTHORITY AND DIRECTION</b></p> <ul style="list-style-type: none"> <li>work outcomes are closely monitored</li> <li>work within established guidelines</li> <li>minimal discretion: solutions to problems are found within established procedures</li> </ul>	<ul style="list-style-type: none"> <li>work outcomes are monitored</li> <li>freedom to act within established guidelines</li> <li>employees at this level have achieved a standard to be able to perform routine tasks or features of the work which require only general guidance or direction and there is scope for the exercise of limited initiative and judgement in carrying out their assigned duties</li> </ul>	<ul style="list-style-type: none"> <li>exercise a degree of autonomy</li> <li>delegated responsibility for the work under their control or supervision in terms of scheduling workloads, resolving operational problems and monitoring the quality of the work produced</li> </ul>	<ul style="list-style-type: none"> <li>responsible and accountable for own work within the relevant field of expertise</li> </ul>	<ul style="list-style-type: none"> <li>responsible and accountable for own work within the relevant field of expertise</li> </ul>	<ul style="list-style-type: none"> <li>significant delegated authority with extensive autonomy responsible for the management of an organisation</li> </ul>

**SCHEDULE 5 – CHARACTERISTICS (Cont.)**

	<b>Personal Care and Practical Support Stream</b>	<b>Personal Care and Practical Support Stream</b>	<b>Supervisory Stream</b>	<b>Professional Support Stream</b>	<b>Senior Professional Support Stream</b>	<b>Management Stream</b>
<b>SCOPE AND COMPLEXITY OF TASK</b>	<ul style="list-style-type: none"> <li>routine task of care and practical support assistance readily available</li> </ul>	<ul style="list-style-type: none"> <li>routine tasks of personal care and practical support requiring some problem solving assistance available when problems occur</li> </ul>	<ul style="list-style-type: none"> <li>diverse range of tasks requiring professional, practical and supervisory skills assistance available</li> </ul>	<ul style="list-style-type: none"> <li>develop, implement and provide professional services to clients and staff in program design and co-ordination</li> <li>developmental planning</li> <li>staff development</li> <li>health audits and monitoring of standards</li> <li>formal assessment of clients</li> </ul>	<ul style="list-style-type: none"> <li>co-ordinate the provision of specialist knowledge and expertise relating to the provision of professional advice concerning the management of individual clients</li> <li>professional supervision</li> </ul>	<ul style="list-style-type: none"> <li>responsible for the effective management of a service with a high level of complexity involving policy, planning, budgeting, management and leadership</li> <li>the employee is expected to contribute to the development of methods and procedures</li> </ul>
<b>QUALIFICATIONS</b>	<ul style="list-style-type: none"> <li>Preferably, staff have undertaken pre vocational training. On the job or external training is generally a feature of this level</li> </ul>	Community Care Certificate or equivalent, or trade qualifications	Community Care certificate or equivalent is essential and additional supervisory qualifications are desirable	B App Science (DD) or equivalent	B App Science (DD) or equivalent	Tertiary qualifications in appropriate human services or management
<b>BARRIERS</b>		Qualification barrier Promotional position	Qualification barrier Promotional position	Qualification barrier	Promotional position	Promotional position