

***IDV INC Disability Services  
Agreement 2023***

## Table of Contents

<b>Part 1— Application and Operation .....</b>	<b>4</b>
1. Title .....	4
2. Coverage and parties bound.....	4
3. Purpose, interpretation and definitions .....	4
4. Period of operation .....	7
5. Access to the Agreement and the National Employment Standards.....	7
6. The Awards and the National Employment Standards and this Agreement .....	7
7. Agreement flexibility.....	8
<b>Part 2— Consultation and Dispute Resolution.....</b>	<b>9</b>
8. Consultation.....	9
9. Dispute resolution.....	14
10. Employee representation.....	15
<b>Part 3— Types of Employment and Termination of Employment .....</b>	<b>17</b>
11. Types of employment .....	17
12. Termination of employment .....	24
13. Redundancy .....	25
<b>Part 4— Minimum Wages and Related Matters.....</b>	<b>25</b>
14. Classifications.....	25
15. Salary packaging .....	28
16. Pay increases.....	29
17. Accident make up pay.....	29
18. Allowances .....	30
19. Superannuation .....	34
20. Payment of wages.....	35
<b>Part 5— Hours of Work and Related Matters .....</b>	<b>36</b>
21. Ordinary hours of work and rostering .....	36
22. Saturday and Sunday work .....	42
23. Breaks.....	43
24. Overtime and penalty rates .....	43

25.	Shiftwork.....	46
26.	Higher duties.....	48
<b>Part 6— Leave and Public Holidays .....</b>		<b>48</b>
27.	Annual leave .....	48
28.	Personal/carer’s leave and compassionate leave .....	52
29.	Family violence leave .....	52
30.	Community service leave.....	54
31.	Public holidays .....	54
32.	Ceremonial leave .....	55
33.	Long service leave .....	55
34.	Parental leave.....	59
<b>Schedule A —Classification Definitions.....</b>		<b>60</b>
<b>Schedule B —Minimum Weekly Wages .....</b>		<b>83</b>
<b>Schedule C —Part-day Public Holidays.....</b>		<b>89</b>
<b>Schedule D —Agreement to Take Annual Leave in Advance .....</b>		<b>90</b>
<b>Schedule E —Agreement to Cash Out Annual Leave.....</b>		<b>91</b>
<b>Schedule F —Bargaining Charter .....</b>		<b>92</b>
Signatories.....		94

## Part 1—Application and Operation

### 1. Title

This agreement is the IDV INC Disability Services Agreement 2023.

### 2. Coverage and parties bound

2.1 This agreement shall apply to:

2.2 IDV INC.; and

2.3 their Employees who are employed in disability support work in Victoria; and

2.4 Excludes

- (a) Trainees as defined by the FW Act; and
- (b) work by employees in early intervention services; and
- (c) work by employees engaged to support clients with psychosocial disabilities arising from mental illness, where the support is solely or predominately focused on capacity building in relation to the individual's psychosocial disability/mental illness.

### 3. Purpose, interpretation and definitions

3.1 Purpose

- (a) We have a commitment to providing the highest quality support, which meets the unique needs of our clients. In order to deliver on this promise, a skilled stable and responsive workforce is essential. This is why we recognise and value our workforce for the skills, knowledge and emotional and physical labour they bring to their roles and the positive impact they have on the lives of people with disabilities.
- (b) The parties are committed to meet the challenges posed by NDIS by entering into employment arrangements that will genuinely support services which improve the lives of clients but which balance both employer and employee interests. The findings of recent inquiries into abuse and neglect have highlighted the importance of a well supported and skilled disability support workforce.
- (c) We acknowledge that the challenges posed by the NDIS include the failure of funding levels to reflect realistic costs for quality service and employment conditions and the potential to fragment work and undermine predictability of hours.
- (d) We are committed to decent and rewarding jobs and career structures that enable workers to exercise autonomy, skill and judgment in their practice. We will ensure support for the development of skills appropriate to the nature of work and provide career paths and recognition for ongoing skills formation.

- (e) We are committed to flexible working arrangements to enable services to adapt to meet the legitimate needs of clients that may change over time, balanced by reasonable predictability of hours for employees.
- (f) We are committed to provide continuity and excellence of service to clients, enabled by a workforce that has reasonable job security.
- (g) The parties are committed to the Bargaining Charter which was developed in the lead up to this Agreement and is contained at **Schedule F** of this Agreement. The parties will jointly and separately pursue funding and regulatory changes necessary to support the principles as set out in the Bargaining Charter.

### 3.2 Definitions

In this agreement, unless the contrary intention appears:

**Act or FW Act** means the *Fair Work Act 2009* (Cth)

**Agreement** means this agreement.

**Award** means the *Social, Community, Home Care and Disability Services Industry Award 2010*.

**Commission** means the Fair Work Commission

**day services** disability support work to provide support and skills training or instruction to people with a disability, primarily in a centre based day program. It may also include support and skills training or instruction provided in the community on a group or individual basis.

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

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

**disability support work** means the provision of disability services, regardless of the site of delivery, in accordance with a client's care plan for purposes such as developing independent living skills, and enhancing social inclusion and community access. Disability support work includes individual supports in a private home or as part of community access. Disability support work includes supervision and coordination of such work.

**Document** means any record of information, and includes:

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

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

**enterprise agreement-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

**NES** means the National Employment Standards as contained in Part 2-2 of the *Fair Work Act 2009* (Cth)

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

**social and community services sector** means the provision of social and community services including social work, recreation work, welfare work, youth work or community development work, including organisations which primarily engage in policy, advocacy or representation on behalf of organisations carrying out such work and the provision of disability services including the provision of personal care and domestic and lifestyle support to a person with a disability in a community and/or residential setting including respite centre and day services

To avoid doubt, an employee will not be precluded from being engaged under this Agreement and the classifications in **Schedule A** merely because they provide services in a private residence or in outreach.

**standard rate** means the minimum wage for a Social and community services employee level 3 at pay point 3 in clause 15 of the Award. The rate is \$1,140.70 per week as at 1 July 2023 and will be increased in accordance with any increase in Award rates.

**Supported Independent Living** means the assistance with and/or supervising tasks of daily living in a shared environment, with a focus on developing the skills of each individual to live as autonomously as possible.

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

**Union/s** means the Australian Education Union and/or the Health Services Union.

- 3.3** Where this agreement refers to a condition of employment provided for in the NES, the NES definition applies.

## **4. Period of operation**

- 4.1** This Agreement will commence seven days after approval by the Fair Work Commission. This Agreement has a nominal expiry date of 30 June 2024. The parties agree to commence discussions regarding a new agreement 6 months prior to the expiry date. The parties agree to discuss the form of any replacement agreement including any proposed use of supported bargaining.

## **5. Access to the Agreement and the National Employment Standards**

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

## **6. The Awards and the National Employment Standards and this Agreement**

- 6.1** This Agreement will be read and interpreted in conjunction with the National Employment Standards ([NES](#)). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the

inconsistency. This Agreement replaces the operation of the Award unless a specific provision of this Agreement states otherwise.

**6.2 Changes to the Award and Reproductive Health and Wellbeing Leave during the life of the Agreement**

- (a)** If changes are made to the Award which increase wages or enhances leave entitlements for employees those changes shall apply under this Agreement.
- (b)** Without limiting subclause (a), if during the life of the Agreement variations are made to the NES or the Award which introduce reproductive health and wellbeing leave entitlements, these variations shall apply under this Agreement. In the event that the Federal or State Governments introduce a policy for reproductive health and wellbeing leave which is funded, this shall be implemented by the employer.

**7. Agreement flexibility**

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

- (a)** arrangements for when work is performed;
- (b)** taking of long service leave in single days;
- (c)** taking of annual leave in single days;
- (d)** substitute another day for any prescribed public holiday for recognised day/s of religious significance; and
- (e)** leave loading.

**7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer. An employee may nominate a representative including the Union to assist in negotiations of an individual flexibility agreement.

**7.3** The agreement between the employer and the individual employee must:

- (a)** be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b)** result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**7.4** 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*.



- 7.5** The agreement between the employer and the individual employee must also:
- (a)** be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b)** state each term of this agreement that the employer and the individual employee have agreed to vary;
  - (c)** detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d)** detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e)** state the date the agreement commences to operate.
- 7.6** The employer must give the individual employee a copy of the agreement within 14 days after it is agreed to and keep the agreement as a time and wages record.
- 7.7** Except as provided in clause 7.5(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.8** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.9** The agreement may be terminated:
- (a)** by the employer or the individual employee giving not more than 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b)** at any time, by written agreement between the employer and the individual employee.
- 7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Agreement.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation**

- 8.1** This clause applies if the employer:
- (a)** proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees;

- (b) proposes a change that would not be considered a major change, but may have a significant effect on an employee; or
- (c) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**8.2** In this clause:

- (a) **relevant employees** means the employees who may be affected by a change referred to in clause 8.1.
- (b) **relevant union/s** means the employee organisations that have the right to represent the industrial interests of the employees who may be affected by a change referred to in clause 8.1.
- (c) **significant effects** includes but is not limited to:
  - (i) termination of employment
  - (ii) changes in the size, composition or operation of the employer's workforce (including from outsourcing) or skills required;
  - (iii) alteration of the number of hours worked and/or reduction in remuneration;
  - (iv) outsourcing, for example, contracting out a service, or part thereof;
  - (v) changes to an employee's classification, position description, duties or reporting lines;
  - (vi) the need for retraining or relocation/redeployment/transfer to another site or to other work;
  - (vii) removal of an existing amenity;
  - (viii) the removal or reduction of job opportunities, promotion opportunities or job tenure.
- (d) **major change** includes but is not limited to:
  - (i) the termination of the employment of employees;
  - (ii) changes to composition, operation or size of the employer's workforce or to the skills required of employees;
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain employees; or
  - (vi) relocation of employees to another workplace; or
  - (vii) the restructuring of jobs.

## Introduction of change

### 8.3 Notification

- (a) For a change referred to in paragraphs 8.1(a) and 8.1(b):
  - (i) the employer must notify the relevant employees of the proposal to introduce the relevant change; and
  - (ii) clauses 8.4 to 8.10 apply.
- (b) The purpose of the notification is to facilitate a consultative process that provides employees and their union with a genuine opportunity to influence the outcome of the decision making process.

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

**8.5** If:

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

**8.6** Immediately after deciding to propose a change, the employer must:

- (a) notify the relevant employees and the relevant union/s of the proposal to introduce the relevant change;
- (b) discuss with the relevant employees and the relevant union/s:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (c) for the purposes of the discussion--provide, in writing, to the relevant employees and relevant union/s:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees; invite the relevant employees to give their views about the impact of the change (including any impact in relation to their work/life balance).

- 8.7** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees. The employer, employee/s and/or union may enter into an arrangement for the employer to disclose such information on the basis that it will not be distributed to any other person or organisation.
- 8.8** The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees and/or their union and provide a response to specific issues raised.
- 8.9** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 8.3(a) and clauses 8.4 and 8.6 are taken not to apply.

#### **Change to regular roster or ordinary hours of work**

- 8.10** For a change referred to in paragraph 8.1(c):
- (a)** the employer must notify the relevant employees of the proposed change; and
  - (b)** clauses 8.11 to 8.15 apply.
- 8.11** The relevant employees may appoint a representative for the purposes of the procedures in this term. Where the relevant employees are a member of a union, the union will be the representative of the employees unless the employees appoint another representative or revoke the union's status as their representative and the union is notified of the revocation.
- 8.12** If:
- (a)** a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and advise the employer of the identity of the representative; or
  - (b)** the relevant employee, or relevant employees, are represented by their union, the employer must recognise the representative.
- 8.13** Immediately after deciding to propose the change, the employer must:
- (a)** notify the relevant union/s of the proposed change;
  - (b)** discuss with the relevant employees and the relevant union/s the introduction of the change; and
  - (c)** for the purposes of the discussion--provide to the relevant employees and relevant unions:
    - (i)** all relevant information about the change, including the nature of the change; and
    - (ii)** information about what will be the effects of the change on the employees; and
    - (iii)** information about any other matters that are likely to affect the employees; and

- (iv) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

**8.14** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees. The employer, employee/s and/or union may enter into an arrangement for the employer to disclose such information on the basis that it will not be distributed to any other person or organisation.

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

**8.16 Workplace committees**

The parties are committed to effective consultation at the workplace. Workplace committees may facilitate effective consultation and where they are established they should be representative and meet regularly.. There will be effective consultative arrangements at each workplace particularly around the implementation of the Agreement, to ensure effective service delivery, workplace communication and transition to the NDIS. Where employers, employees or their unions believe that consultation at the workplace is ineffective the issue may be resolved through the disputes settlement procedure.

**8.17 Commitment to safe work**

The employer will provide and maintain, so far as is practicable, a working environment that is safe and without risks to an employee's health and safety. The employer will comply with its obligations under the *Occupational Health and Safety Act 2004* (Vic).

- (a) The employer commits, so far as is practicable, to implement best practice procedures during inductions to ensure employees are provided with all relevant safety information that allows them to remain safe at work. This includes, but is not limited to:
  - (i) Where and how to report safety matters;
  - (ii) The names and contact details of any health and safety representatives;
  - (iii) The disclosure of participants, relevant to the work of the employee, who are prone to violent behaviour.

**8.18 Discipline processes**

The employer shall ensure that any disciplinary process is conducted consistent with any disciplinary policy of the employer and consistent with the rules of natural justice and procedural fairness. This will include that the employer will:

- (a) Advise the employee of the concerns and/or allegations in writing.
- (b) Provide the employee with material which details the basis of the concerns.
- (c) Advise the employee of their right to union representation/support person.
- (d) Ensure the employee is provided a reasonable opportunity to answer any concerns including a reasonable time to provide a response which may be verbal or written.

- (e) Advise the employee in writing of the proposed disciplinary outcome, including the basis of any conclusion with reference to relevant evidence; and
- (f) Prior to making any decision, provide the employee an opportunity to respond to the proposed disciplinary outcome and raise any mitigating factors. This response may be verbal or in writing.

#### **8.19 Access to EAP**

The employer will ensure that employees have access to an Employee Assistance Program (EAP) that provides confidential counselling services. Details of how to access the EAP will be provided to employees during induction.

### **9. Dispute resolution**

#### **9.1** If a dispute relates to:

- (a) a matter arising under the Agreement;
- (b) the National Employment Standards; or
- (c) any other employment related matter;

this clause sets out procedures to settle the dispute.

#### **9.2** A dispute can be commenced by the employer, employee, group of employees, or a Union.

#### **9.3** An employee, or group of employees, involved in a dispute may:

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

#### **9.4** The representative of an employee has the right to:

- (a) attend and participate in all meetings about, or in relation to, the dispute;
- (b) be provided with all relevant documents and other materials; and
- (c) refer the dispute to the Commission under clause 9.6 in its own right.

#### **9.5** The parties to the dispute will try and resolve the dispute at the workplace level by:

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

Discussions will be held within 7 days of the dispute being raised unless the parties to the dispute agree to a longer period.

- 9.6** The employer, employee, union or representative can refer the dispute to the Commission if:
- (a)** the discussions at clause 9.5 do not resolve the dispute; or
  - (b)** the parties agree to refer the dispute without holding discussions; or
  - (c)** it is reasonable in the circumstances to refer the dispute without holding discussions.
- 9.7** The Commission may deal with the dispute in 2 stages:
- (a)** The first stage will be mediation, conciliation, expressing an opinion, making a recommendation or any other type of dispute resolution method that is not binding on the parties
  - (b)** If the dispute is not resolved after the first stage, the Commission may arbitrate the dispute and make a determination that is binding on the parties. In arbitrating the dispute the Commission may exercise all procedural powers available to it under the FW Act.
  - (c)** The decision of the Commission made when arbitrating the dispute is a decision that can be appealed under Part 5–1 of the FW Act.
  - (d)** The parties agree to be bound by any decision and/or determination of the Commission made in accordance with this clause, including any decision on appeal.
- 9.8** While the parties are trying to resolve the dispute work will continue in accordance with the custom and practice existing immediately before the dispute was commenced, unless the employee has a reasonable concern about an imminent risk to their health and safety. The position of any party to a dispute will not be prejudiced by the continued performance of work. To avoid doubt, a period where the parties are trying to resolve a dispute includes the time the Commission deals with the dispute under clause 9.7.

## **10. Employee representation**

- 10.1** The employer, Unions and employees covered by this Agreement are committed to representation of employees to maintain harmonious relationships at the workplace level.
- 10.2** The employer will release a delegate of a union on paid time to:
- (a)** represent members for disputes under clause 9 (Disputes Resolution Procedure), including attendance at meetings and Commission proceedings;
  - (b)** represent members in formal performance management and disciplinary processes;
  - (c)** attend other meetings where the delegate is representing a member or group of members in relation to industrial matters or the implementation of this Agreement; and
  - (d)** undertake training conducted by a union, provided the total number of days the employer has released delegates for training (across all delegates) will not exceed 5 days in a calendar year or an aggregate of 10 days over 2 calendar years.

- 10.3** If a delegate of a Union is released on paid time under clause 10.2 (a), (b) or (c), the employer will reimburse the delegate for any expenditure for travel to and from any meeting, training, etc.
- 10.4** The employer will give union delegates reasonable access to their IT and computer facilities to perform the representative functions in clause 10.2, including email, fax, mobile phone, photocopying, scanning and computer facilities.
- 10.5** The employer will provide notice boards at workplaces where the union/s may post notices about union activities. The notice boards must meet the following requirements:
- (a)** Where the employer has more than one worksite, at least one notice board will be provided at each site.
  - (b)** Notice boards to be located in an area where employees regularly take breaks and is clearly visible or, where such space is not available at a particular worksite, where it is clearly visible to employees undertaking their ordinary duties.
- 10.6** The employer will provide a page on its internal website (intranet), where the employer has such website, where the union/s can post notices and other information about union activities. The employer will grant access for the union to update the information on the site. The page will be linked to the home page of the intranet in a place that is clearly visible to employees visiting the home page. Where there is more than one union representing members at the workplace, one site will be provided to each union.
- 10.7** The access to facilities provided for in subclauses 10.4–10.6 is not intended to require the establishment or purchase of new facilities but to provide and legitimise reasonable access to existing standard infrastructure in order to facilitate effective representation by Union delegates.
- 10.8** As part of the parties' commitment to cooperative workplace relations, the relevant union will have an opportunity to participate in the induction process for new employees. This will occur by the employer:
- (a)** facilitating the distribution of Union material to new employees at the same time as other induction material;
  - (b)** advising each relevant Union about how the induction of new employees occurs at their organization;
  - (c)** consulting with the Union/s about their role at inductions; and
  - (d)** either providing the Union/s with the opportunity to attend induction processes where scheduled face to face inductions occur or providing other measures to ensure employees have adequate information and access to the union/s around the time of induction where face to face induction does not occur.
- 10.9** Where an employee is offered employment by a union that is a party to this Agreement to undertake a short term secondment, the employee may apply to the employer to be released on leave without pay. Leave may only be refused on reasonable business grounds. Where leave is granted the release from duties will not break the employee's continuous service with the employer and will count as service, including for the purpose of calculating



long service leave. For the purpose of this clause, “short term” means a period of up to, and including, 12 months unless a longer period is agreed between the employee and employer.

- 10.10** The employer will allow an employee to attend a meeting of an elected union representative body provided that:
- (a) the employee can only be released for a maximum of 7 occasions per year;
  - (b) each occasion is no greater than a day; and
  - (c) the union notifies the employer that the employee has been elected to the representative body before the employee requests to be released; and
  - (d) the number of employees is limited to one per union per employer.

## **Part 3—Types of Employment and Termination of Employment**

### **11. Types of employment**

#### **11.1 Employment categories**

- (a) Employees under this Agreement will be employed in one of the following categories:
  - (i) full-time employment;
  - (ii) part-time employment; or
  - (iii) casual employment.
- (b) At the time of engagement, an employer will inform each employee the basis of their employment. An employer may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training, consistent with the respective classification.
- (c) One of the objectives of this Agreement is to facilitate the flexible performance of work by employees across traditional streams such as supported independent living, community participation and support, and centre based group activity. This Agreement covers employees who, prior to the commencement of the Agreement, may have been employed to specialise in a particular practice area. The parties acknowledge that where employees have an existing contract of employment to perform work in a particular practice area, any significant change to their duties may only occur by agreement following reasonable consultation.

#### **11.2 Full-time employment**

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

### 11.3 Part-time employment

- (a) A part-time employee is one who is engaged to work less than 38 hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.
- (b) The terms of this Agreement will apply to part-time employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.
- (c) A part-time employee will be paid a minimum of 2 hours at the appropriate rate for each engagement.
- (d) Before commencing employment, the employer and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week (the **guaranteed hours**), the days of the week the employee will work and the starting and finishing times each day.
- (e) The agreed regular pattern of work does not necessarily have to provide for the same guaranteed number of hours in each week.
- (f) The agreement made pursuant to clause 11.3(c) may subsequently be varied by agreement between the employer and employee in writing. Any such agreement may be ongoing or for a specified period of time.
- (g) An employer must not require a part-time employee to work additional hours in excess of their guaranteed hours. However, an employee may agree to work hours that are additional to their guaranteed hours.
- (h) **Review of guaranteed hours**
  - (i) Where a part-time employee has regularly worked more than their guaranteed hours for at least 12 months, the employee may request in writing that the employer vary the agreement made under clause 11.3(d), or as subsequently varied under clause 11.3(f), to increase their guaranteed hours.
  - (ii) The employer must respond in writing to the employee's request within 21 days.
  - (iii) The employer may refuse the request only on reasonable business grounds.
  - (iv) Before refusing a request made under clause 11.3(h)(i), the employer must discuss the request with the employee and genuinely try to reach agreement on an increase to the employee's guaranteed hours that will give the employee more predictable hours of work and reasonably accommodate the employee's circumstances.
  - (v) If the employer and employee agree to vary the agreement made under clause 11.3(d), the employer's written response must record the agreed variation.
  - (vi) If the employer and employee do not reach agreement, the employer's written response must set out the grounds on which the employer has refused the employee's request.

- (vii) Clause 11.3(h) is intended to operate in conjunction with clause 11.3(f) and does not prevent an employee and employer from agreeing to vary the agreement made under clause 11.3(d) in other circumstances.
- (viii) An employee cannot make a request for a review of their guaranteed hours when:
  - A. The employee has refused a previous offer to increase their guaranteed hours in the last 6 months; or
  - B. The employer refused a request from the employee to increase their guaranteed hours based on reasonable business grounds in the last 6 months.

## **11.4 Flexible part-time employment**

### **(a) Definitions**

#### **(i) Flexible part-time employee**

An employee who is engaged to work a minimum of 10 hours but less than 38 hours per week, averaged over a period of one, two or four-weeks.

Clause 11.3 applies to a flexible part-time employee except for clause 11.3(d), (e), (f), (g) and (h).

#### **(ii) Core hours**

Core hours are the minimum number of hours that an employee is entitled to in a given week, fortnight or four-week period.

#### **(iii) Flexible hours**

Flexible hours refer to hours that are in addition to core hours. The employer may roster an employee to work flexible hours by agreement and within their agreed availability.

### **(b) Objectives**

The objectives of flexible part-time employment are to minimise the unnecessary use of casual employment and maximise:

- (i) Job security;
- (ii) Recruitment and retention of a skilled workforce;
- (iii) Continuity and responsiveness of care for clients; and
- (iv) Work/life balance for employees.

### **(c) Agreement on availability between employer and employee**

- (i) At the time employment commences the employer and the employee will agree in writing on the days of the week and periods of time within those days when the employee will be available to work.

- (ii) The employer may roster the flexible part-time workers' hours within the agreed availability in accordance with the remaining provisions of this clause.
- (iii) These arrangements may only be changed by agreement in writing between the employer and the employee. An employee's request to change their availability will not be unreasonably refused.

**(d) Setting core hours**

- (i) At the time employment commences the employee will be offered a contract for minimum core hours to be worked each week, fortnight or four-week period in accordance with one of three bands set out below:

	WEEKLY		FORTNIGHT		FOUR-WEEKLY	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
<b>BAND 1</b>	10 hours	Less than 20	20 hours	Less than 40	40 hours	Less than 80
<b>BAND 2</b>	20 hours	Less than 28	40 hours	Less than 56	80 hours	Less than 112
<b>BAND 3</b>	28 hours	Less than 38	56 hours	Less than 76	112 hours	Less than 152

- (ii) At the time employment commences, the employer and the employee will agree in writing on a regular pattern of work for the employee's core hours, including at least the days of the week to be worked.
- (iii) The agreed regular pattern of work does not necessarily have to provide for the same number of core hours in each week.
- (iv) Where an existing part-time employee converts to flexible part-time employment, the minimum core hours shall not be less than the current part-time employee's contracted hours or the minimum core hours specified in Band 1 of clause 11.4 (d) (i), whichever is the greater.

**(e) Rostering flexible part-time hours**

- (i) Rosters are set and varied in accordance with provisions of Clause 21.5.
- (ii) Employees may be rostered for hours in addition to their core hours (i.e. flexible hours) within their agreed availability.
- (iii) If an employee's core hours are averaged over a fortnight or four-weekly period, the minimum number of hours an employee can be rostered in a single week cannot be less than 50% of the minimum weekly hours for their respective band, which are:

<b>BAND</b>	<b>MINIMUM CORE HOURS ROSTERED PER WEEK</b>
Band 1	5 hours
Band 2	10 hours
Band 3	14 hours

- (iv) If an employee's minimum core hours are set in accordance with clause 11.4(d)(iv), the minimum number of hours an employee can be rostered in a single week cannot be less than 50% of their particular minimum weekly core hours.
- (v) Additionally, variations in hours of work must not be excessive from pay period to pay period.
- (vi) By agreement employees may work additional hours outside their agreed availability. The agreement to work outside their availability must be recorded in writing.

**(f) Review of hours**

- (i) Each six months the employer and the employee will review the employee's hours of work.
- (ii) If an employee has regularly worked above the maximum number of core hours in their respective band over the preceding six-month period, they will be offered a new contract with a band of minimum core hours that reflect their regular hours of work in the previous six months. To avoid doubt, regular hours of work do not need to have been performed on the same day or at the same time.
- (iii) The employer does not need to make an offer under clause 11.4(f)(i) if it is not reasonable to expect the flexible hours will continue to be available (for example, if the flexible hours have been to cover leave of another employee or reflect a temporary work demand with no reasonable expectation of being ongoing).
- (iv) The outcome of this review is to be recorded in writing.

**(g) Overtime**

The overtime provisions of clause 24 apply to flexible part-time employees.

## **11.5 Casual employment**

- (a) The parties are committed to maximising security of employment and to retaining and developing a skilled workforce. The employer will maximise the use of full time and part time employment, and, where appropriate, fixed term employment.

- (b) The employer may engage new persons on a casual basis where the engagement has an absence of a firm advance commitment of continuing work. That is, the employment is, as a matter of practical reality:
  - (i) intermittent;
  - (ii) irregular;
  - (iii) lacking certainty as to the duration of the Employee's engagements;
  - (iv) has fluctuating hours or has a lack of an agreed pattern of work; and/or
  - (v) is subject to a freedom to accept or reject engagements without disadvantage.
- (c) A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.
- (d) Casual employees will be paid a minimum number of 2 hours at the appropriate rate for each engagement.

#### 11.6 Right to request casual conversion

Offers and requests for casual conversion are dealt with in the NES. This clause contains additional provisions.

- (a) A person engaged by a particular employer as a casual employee, other than an irregular casual employee, after a sequence of periods of employment of at least 9 months' duration, may request that their employment be converted to ongoing full-time or part-time employment in accordance with the provisions of this clause.
- (b) An **irregular casual employee** is one who has been engaged to perform work on an occasional, non-systematic or irregular basis.
- (c) A casual employee who has worked an average of 38 or more hours per week in the period of 6 months ending the day the request is made, may request to have their employment converted to ongoing full-time employment.
- (d) A casual employee who has worked at the rate of an average of less than 38 hours per week in the period of 6 months ending the day the request is made, may request to have their employment converted to ongoing part-time employment consistent with the pattern of hours worked during that period. Where clause 11.4 applies to the ongoing part-time employment, the minimum number of guaranteed ordinary hours will be the band at clause 11.4(d)(i) where the minimum hours are immediately below the employee's consistent pattern of weekly hours of work during the 6 month period.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a casual employee seeks to convert to ongoing full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

- (g)** Reasonable grounds for refusal include that:

  - (i)** it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement; –
  - (ii)** it is known or reasonably foreseeable that the casual employee's position will cease to exist within the next 6 months;
  - (iii)** it is known or reasonably foreseeable that the hours of work which the casual employee is required to perform will be reduced in the reasonably foreseeable future to less than 38 hours per week (for a full-time employee) or the minimum guaranteed hours for their particular band at clause 11.4(d) (i);
  - (iv)** it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the reasonably foreseeable future which cannot be accommodated within the days and/or hours during which the employee is available to work; or
  - (v)** the employee is an irregular casual.
- (h)** Where the employer refuses a casual employee's request to convert (other than where the employee is an irregular casual), the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under clause 9 (Dispute Resolution Procedure) of this Agreement.
- (i)** Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

  - (i)** the form of employment to which the employee will convert – that is, ongoing full-time or part-time employment; and
  - (ii)** if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11.3 and 11.4.
- (j)** The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- (k)** Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (l)** A casual employee must not be engaged and/or re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (m)** Nothing in this clause obliges a casual employee to convert to full-time or part-time employment, nor permits an employer to require a casual employee to so convert.

- (n) Nothing in this clause requires an employer to increase the hours of a casual employee seeking conversion to full-time or part-time employment.
- (o) An employer must provide all casual employees with a copy of the provisions of this subclause within the first 9 months of the employee's first engagement to perform work.
- (p) A casual employee's right to convert is not affected if the employer fails to comply with the notice requirements in paragraph (o).

#### **11.7 Fixed term employment**

- (a) A fixed term employee is a full time or part time employee that is engaged on a non-ongoing basis and where the employer has operational reason, other than formal funding arrangements, to believe that the position is unlikely to be ongoing.
- (b) A fixed term employee can only be engaged:
  - (i) for the completion of a specified task(s) or project; or
  - (ii) leave replacement; or
  - (iii) in a position which is temporary in nature for a specified period of time.
- (c) An employee must not be engaged on more than two consecutive fixed term engagements, except where the additional engagements are for the purpose of leave replacement for an employee who has extended their leave of absence. Fixed term engagements are considered to be consecutive where there is a period of less than three months between engagements and the engagements are in the same job role.
- (d) When offering fixed term employment the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.

### **12. Termination of employment**

**12.1** Notice of termination is provided for in the NES.

#### **12.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

#### **12.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other



employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **13. Redundancy**

**13.1** Redundancy pay is provided for in the NES.

#### **13.2 Transfer to lower paid duties**

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

#### **13.3 Employee leaving during notice period**

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

#### **13.4 Job search entitlement**

- (a)** An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (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 or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c)** This entitlement applies instead of clause 12.3.

## **Part 4—Minimum Wages and Related Matters**

### **14. Classifications**

**14.1** The definitions for the classification levels are contained in **0**.

**14.2** The employer must advise employees in writing of their classification upon commencement and of any subsequent changes to their classification.

#### **14.3 Progression**

- (a)** At the end of each 12 months' continuous employment, an employee will be eligible for progression from one pay point to the next within a level if the employee has

demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:

- (i) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or
  - (ii) where the employer has adopted a staff development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months' employment.
- (b) Movement to a higher classification will only occur by way of promotion or re-classification.

#### **14.4 Training and professional development**

- (a) The parties agree that high quality training is essential for a skilled, stable and responsive workforce. It is acknowledged that quality training leads to positions that are more rewarding and fulfilling for employees and leads to improved outcomes for clients. The parties also recognise that quality training is an important safeguard against the abuse and neglect of people with disabilities.

**Professional development** means those activities that are undertaken by an employee to enhance their professional practice and competence. Professional development activities and opportunities should be discussed and agreed to by both the employer and the employee.

- (b) All employees will have the opportunity to have a professional development and training plan developed in consultation with the employee within the first 12 months of employment. The employer will ensure that casual employees are not disadvantaged when compared to part-time and full-time employees with respect to access to training and professional development (in addition to any compulsory training).
- (c) In circumstances where an employee is allocated to clients that require support and skills that are different to or above the employee's current skill set, the employer and employee will consult on and where appropriate implement a professional development and training plan as soon as practicable after identifying the skills deficit.
- (d) Whilst this Agreement is in operation the employer will, using their normal approval process, provide paid time to undertake and pay the cost of:
- (i) training required for an employee to comply with mandatory minimum registration and accreditation requirements if they were employed prior to the point the mandatory requirement was introduced;
  - (ii) training undertaken for the employer to comply with funding and quality and safeguarding requirements; and
  - (iii) other training undertaken at the employer's direction.

- (e) The development of the professional and training plan will take account of the availability of funding which may affect the ability of the employer to approve training otherwise identified as desirable.
- (f) There is no requirement to pay the cost of training, unless the employer chooses to do so, for approved general professional development undertaken at the employee's request that is not a mandatory requirement of the role.
- (g) Whilst this Agreement is in operation the employee will pay the cost of training required for an employee to obtain or maintain professional registration.

#### 14.5 Advanced practitioner

- (a) The parties recognise that participants can require a higher skilled or more experienced employee to deliver some of the supports they receive, particularly participants with complex needs.
- (b) Practitioners in disability services will generally be classified at Social and Community Services Employee Level 2 (SACS 2).
- (c) The parties recognise that the NDIA makes specific allowances in its Price Guide as amended from time to time, for providers to charge participants a higher rate for services that are delivered by higher skilled employees, which match their complexity.
- (d) Subject to subclause 14.5(g) below, where a participant is in receipt of a level 2 (high intensity) support as defined in the NDIS Price Guide, as per the table below, an employee who is classified at a level below the rate in the table will be paid an allowance when they are delivering these supports, provided they have the relevant skills and experience to deliver the high intensity support.
- (e) The amount of the allowance is the difference between their current classification level and the level in the table below:

Level of Support	Type of Support	SCHADS – SACS (Schedule A) Classification
2	High Intensity	3.1 (or the equivalent)

- (f) Nothing in this clause prevents an employee from being permanently classified at a level other than what their current classification level is, where that descriptor is the best fit for the particular position and work performed.
- (g) For the avoidance of doubt, nothing in this clause prevents the employer from designating which employee(s) with the relevant skills and experience will act as the appointed Advanced Practitioner(s) with responsibility for ensuring the delivery of the high intensity supports by a team during a shift where there is a team of workers delivering supports to a number of participants, and where no specific individual workers are assigned to participants who are in receipt of level 2 (high intensity)

supports. In this scenario, only the appointed Advanced Practitioner(s) will be eligible for the allowance provided for in this clause.

## **15. Salary packaging**

**15.1** All employees covered by this Agreement will have access to salary packaging arrangements as follows:

- (a)** By agreement with the employee, the current rate of pay specified in the Agreement may be salary packaged in accordance with the employer's policy on salary packaging provided that the employer's policy is consistent with the guidelines published by the Australian Tax Office. The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.
- (b)** The employee shall compensate the employer from within their base remuneration, for any Fringe Benefits Tax incurred as a consequence of any salary packaging arrangement the employee has entered into. Where the employee chooses not to pay any of the costs associated with their salary packaging, the employer may cease the employee's salary packaging arrangements.
- (c)** In the event that salary packaging ceases to be an advantage to the employee (including as a result of subsequent changes to *Fringe Benefits Tax Act 1986* (Cth) legislation), the employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and the employer shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.
- (d)** In the event that changes in legislation, determinations or rulings, particularly in respect of Fringe Benefits Tax exempt status or legislation, remove the employer's capacity to maintain the salary packaging arrangements offered to employees under this Agreement, the employer shall be entitled to withdraw from the remuneration packaging arrangements by giving the maximum reasonable notice practicable to each affected employee, and where possible at least two months prior to the withdrawal taking place.
- (e)** The employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll services (as applicable), as varied from time to time.
- (f)** Employees who are considering salary packaging ought to seek independent financial advice. The employer shall not be held responsible in any way for the cost or outcome of any such advice and any costs associated with salary packaging shall be paid for by the employee.
- (g)** Superannuation contributions paid by the employer into an approved superannuation fund will be calculated on the basis of the rates of pay specified in this Agreement and not on the salary remaining after a component is sacrificed.

## **16. Pay increases**

An equal remuneration order [PR525485] (ERO) applies to employees in the classifications in Schedule A of this agreement. Schedule A applies to disability support work and other roles that are associated with the delivery of disability support services, including individual supports in a private home or as part of community access.

**Schedule B** sets out the rates of pay that apply from the first pay period on or after 1 July 2023. Increases will apply from the first pay period on or after 1 July each year for the Annual Wage Review as determined by the Fair Work Commission. The rates of pay will at all times be no less than the rates set by the Award and ERO.

## **17. Accident make up pay**

### **17.1 Entitlement**

- (a)** The employer shall pay an employee accident makeup pay where the employee sustains an injury for which weekly payment of workers' compensation is payable by or on behalf of the employer pursuant to the provisions of the applicable workers' compensation legislation, as amended from time to time.
- (b)** Accident make-up pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the relevant workers' compensation legislation and the employee's base rate of pay.
- (c)** Accident make-up pay shall not apply in respect of any injury during the first five (5) normal working days of incapacity.
- (d)** Accident make-up pay shall not apply to any incapacity occurring during the first two (2) weeks of employment unless such incapacity continues beyond two (2) weeks, and then, accident make-up pay shall only apply in relation to the incapacity which continues beyond the first two (2) weeks.
- (e)** The maximum period or aggregate of periods of accident make-up pay to be made by the employer in respect of any single injury shall be a total of 39 weeks.

### **17.2 Notice of Injury**

An employee upon receiving an injury for which they claim to be entitled to receive accident make up pay shall give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative.

### **17.3 Cessation of weekly payments**

Where there is a cessation or redemption of weekly payments under the relevant workers' compensation legislation, the employer's liability to pay accident make-up pay shall cease from the date of such cessation or redemption.

### **17.4 Variation in compensation rates**

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

## 18. Allowances

### 18.1 Adjustment of expense related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Board and lodging	Weighted average eight capital cities—CPI
Clothing, equipment and tools allowance	Clothing and footwear group
Meal allowances	Take away and fast foods sub-group
Vehicle/travel allowance	Private motoring sub-group

### 18.2 Clothing and equipment

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by the employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (d) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special

clothing or safety equipment, except where such clothing or equipment is provided by the employer.

### **18.3 Damaged and soiled clothing**

- (a)** If the clothing of an employee is soiled or damaged (excluding normal wear and tear) in the course of the performance of their duties, to the extent that its repair or replacement is necessary, the employer must reimburse the employee for the reasonable cost incurred in repairing or replacing the clothing with a substitute item, provided that:
  - (i)** As soon as reasonably practicable the employee provides notice of the soiling or damage and, if requested, evidence that would satisfy a reasonable person of the soiling or damage, how it occurred, and the reasonable repair or replacement costs;
  - (ii)** At the time the clothing was soiled or damaged the employee had complied with any reasonable requirement of the employer in relation to the wearing of personal protective equipment either provided or paid for by the employer;
  - (iii)** The damage or soiling of an employee's clothes is not caused by the negligence of the employee.

### **18.4 Meal allowances**

- (a)** An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$15.20 in addition to any overtime payment as follows:
  - (i)** when required to work more than one hour after the usual finishing hour of work or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour; and
  - (ii)** provided that where such overtime work exceeds four hours a further meal allowance of \$15.20 will be paid.
- (b)** Clause 18.4(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c)** On request, meal allowance will be paid on the same day as overtime is worked.

### **18.5 First aid allowance**

#### **(a) First aid allowance—full-time employees**

A weekly first aid allowance of 1.67% of the [standard rate](#) per week will be paid to a full-time employee where:

- (i)** an employee is required by the employer to hold a current first aid certificate; and
- (ii)** an employee is required by their employer to perform first aid at their workplace. For the purposes of this clause an employee is required to perform

first aid if they are designated as a First Aid officer or were in receipt of a first aid allowance immediately prior to this agreement.

**(b) First aid allowance—casual and part-time employees**

The first aid allowance in 18.5(a) will apply to eligible part time and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.

**18.6 Travelling, transport and fares**

- (a)** Where an employee is required and authorised by their employer to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate of \$0.96 per kilometre.
- (b)** When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c)** Provided that the employee will not be entitled to reimbursement for expenses referred to in clause 18.6(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.
- (d)** An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the employer by the employee.

**18.7 Telephone allowance**

Where the employer requires an employee to install and/or maintain a telephone for the purpose of being on call, the employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.

**18.8 Heat allowance**

- (a)** Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to 20 minutes rest after every two hours' work without deduction of pay.
- (b)** It will be the responsibility of the employer to ascertain the temperature.
- (c)** The following amounts will be paid to employees employed at their current place of work prior to 8 August 1991, in the prescribed circumstances in addition to any other amounts specified elsewhere in this Agreement. Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and:
  - (i)** exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius—0.05% of the [standard rate](#) per hour or part thereof; or
  - (ii)** exceeds 46 degrees Celsius—0.06% of [standard rate](#) per hour or part thereof.



**18.9 Board and lodging**

Where the employer provides board and lodging, the wage rates prescribed in this Agreement will be reduced by the following amounts per week:

- (a) employees receiving full adult rate of pay— \$29.54; or
- (b) where the employee buys their meals at ruling cafeteria rates, by an additional amount of— \$18.39.

**18.10 On call allowance**

An employee required by the employer to be on call (i.e. available for recall to duty at the employer's or client's premises and/or for remote response duties) will be paid an allowance of:

- (a) 2.0% of the [standard rate](#) for any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday; or
- (b) 3.96% of the [standard rate](#) in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.
- (c) Remote response duties are dealt with in clause 18.12.

**18.11 Broken shift allowance**

- (a) An employee who works a broken shift with 1 unpaid break in accordance with clause 21.6(g) will be paid an allowance of 1.7% of the standard rate, per broken shift.
- (b) An employee who works a broken shift with 2 or more unpaid breaks in accordance with clause 21.6(h) will be paid an allowance of 2.25% of the standard rate, per broken shift.

**18.12 Remote response**

- (a) In this Agreement unless the contrary intention appears, remote response duties include:
  - (i) responding to phone calls, messages or emails;
  - (ii) providing advice ('phone fixes');
  - (iii) arranging call out/rosters of other employees; and
  - (iv) remotely monitoring and/or addressing issues by remote telephone and/or computer access.
- (b) If an employee is required to perform remote response duties between 6.00 am and 10.00 pm in any day, the employee will be paid at the prescribed overtime rate for the time worked, rounded to the nearest 15 minutes.
- (c) If an employee is required to perform remote response duties between 10.00 pm and 6.00 am in any day the employee will be paid at the prescribed overtime rate for the time worked, with a minimum payment as for one hour. Where such work exceeds one

hour, payment will be made at the prescribed overtime rate for the duration of the work.

- (d) An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response.

## **19. Superannuation**

### **19.1 Superannuation legislation**

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

### **19.2 Employer contributions**

Employer superannuation payments will be paid into the employee's nominated superannuation fund on a fortnightly basis (within a week of payment of normal wages).

### **19.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 19.3(a) or 19.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

### **19.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee as notified within 28 days of commencing employment, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) HESTA Super Fund;
- (b) Health Super;
- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before date of this Agreement, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

#### **19.5 Absence from work**

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
  - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
  - (ii) the employee remains employed by the employer.

### **20. Payment of wages**

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

#### **20.2 Payment on termination**

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

## **Part 5—Hours of Work and Related Matters**

### **21. Ordinary hours of work and rostering**

#### **21.1 Ordinary hours of work**

- (a)** The ordinary hours of work will be 38 hours per week or an average of 38 hours per week and will be worked either:
  - (i)** in shifts not exceeding 8 hours per shift; and
  - (ii)** as 38 hours per week, an average of 76 over two weeks or an average 152 hours over four weeks.
- (b)** By agreement, the ordinary hours in clause 21.1(a) may be worked up to 12 hours per shift. This provision shall not apply to work performed in day services. In respect to work performed in day services the ordinary hours may be worked up to 10 hours per shift by agreement.
- (c)** Where the ordinary hours of work are averaged over a two or four week period, the hours of work in a particular week will not be less than 19 hours for a full time employee, and pro rata of 19 hours based on either the weekly contracted hours set by clause 11.3(c) for a part-time employee, or the minimum guaranteed hours set by clause 10.4 for a flexible part-time employee.

#### **21.2 Ordinary hours of work**

##### **(a) Day worker**

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

##### **(b) Shiftworker**

A shiftworker is an employee who works shifts in accordance with clause 25—Shiftwork.

#### **21.3 Rostered days off**

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

#### **21.4 Rest breaks between rostered work**

- (a)** An employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another; provided that this clause does not apply to day shifts that are worked wholly between 6.00 am and 10.00 pm and are no less than 3 hours and no more than 4 hours in duration.

- (b) Notwithstanding the provisions of subclause (a), an employee will not be required to have a rest break between:
  - (i) the end of a shift and the commencement of a shift continuous with the start of a sleepover; or
  - (ii) a shift commencing after the end of a shift continuous with a sleepover.

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

## **21.5 Rosters**

- (a) The ordinary hours of work for each employee will be displayed on a fortnightly or four weekly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period. However, in respect to group homes and centre based day services, the roster shall be posted at least 28 days before the commencement of the roster period where there is significant change to a roster which has been stable over a significant period of time.
- (b) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email or other electronic means.
- (c) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (d) **Change in roster**
  - (i) Consultation shall occur in accordance with clause 8.10 where it is proposed to introduce a change to the regular roster or ordinary hours of work of an employee. In cases of major change the provisions of clause 8.3 may also apply. Where a Union has been involved in consultation about a roster change the posted roster will also be provided to the Union.
  - (ii) When reviewing roster patterns the employer shall consider reasonable work/life balance for employees, availability as advised by employees, appropriate rest breaks, appropriate handover and preparation and business needs, and take account of all work required including preparation and evaluation that might require some non-client contact time.
  - (iii) Seven days' notice will be given of a change in a roster.
  - (iv) However, a roster may be altered at any time:
    - A. by agreement between the employer and an employee, provided there is an electronic or paper record of the agreement, or
    - B. to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness, or in an emergency; or

- C. where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked in such a way that the part-time employee still has four rostered days off in that fortnight or eight rostered days off in a 28 day roster cycle.

(e) Where practicable, accrued days off (ADOs) will be displayed on the roster.

**(f) Client cancellation**

- (i) Where a client cancels or changes the scheduled accommodation, in-home or community participation service, a fulltime or part-time employee may be directed to perform work within the employee's particular practice area at the same time without loss of pay.
- (ii) Where the employer cannot provide alternative work within the employee's particular practice area, the employer may either pay the employee for the scheduled work or direct the employee to perform make-up time within the following 3 months and in accordance with the provisions set out below.
- (iii) **Make-up time** means time equivalent to the duration of the cancelled scheduled work. Make up time may include work with other clients or in other areas of the employer's disability support business.

**(iv) Application**

Make-up time does not apply to day services.

**(v) Use of make-up time**

- A. An employee may be directed to perform make-up time if the scheduled work is cancelled no more than 7 calendar days prior to the commencement of the scheduled work; and
- B. The employee has been notified of the cancelled shift at least 24 hours prior to the commencement of the scheduled work.
- C. For the avoidance of doubt, if (v)A and (v)B are not met, an employee will be paid for the scheduled work.
- D. If the employee notifies the employer within 48 hours of being notified under clause (v)B, that they do not agree to work make-up time within the next 3 months, the employee will not be paid for the scheduled work and cannot be required to work make up time.

**(vi) Rostering make-up time**

- A. An employee cannot be required to work more than one make-up shift per week unless by mutual agreement in writing.
- B. The employer may only direct an employee to work make-up time within the employee's available hours as notified under clause 11.4 (Flexible part-time employee).

- C. If the employer fails to roster the employee to perform make-up time within three months of the client cancellation, the employer cannot direct the employee to perform make-up time.
- D. Make-up time will be subject to the normal roster rules set out in this clause.

**(vii) Payment for make-up time**

- A. Where 21.5(f)(ii) applies, the employee will receive payment for the cancelled service as if they had worked it (including any applicable penalties or loadings).
- B. Where an employee has already been paid pursuant to clause 21.5(f)(vii)A., they will not receive further payment for working any make-up time unless clause 21.5(f)(vii)C. applies.
- C. Where the applicable rate of pay for working the make-up time is higher than the rate of pay the employee received for the cancelled service under 21.5(f)(vii)A., the employee will be paid the difference between the two rates of pay.
- D. To avoid doubt, if the employee notifies the employer in accordance with clause 21.5(f)(v)D the employee will not be paid for the cancelled scheduled work.

**(viii) Payment for make-up time**

The employer may only direct an employee to work make-up time at a time and place that is reasonable and an employee must not unreasonably refuse to work make up time.

**21.6 Broken shifts**

This clause only applies where the work performed includes work within the accommodation, in home and community access practice areas.

The clause does not apply to work performed within day services, except where an employee working in day services agrees to perform additional hours in other disability services in accordance with clause 11.4 (Flexible part-time employment) or the employee has an additional appointment in other disability services under clause 21.9 (Multiple appointments). Where an employee in day services is offered additional hours or an additional appointment that is rostered as a broken shift, the offer will be in writing and they will be given a reasonable opportunity to consider the offer.

- (a)** A **broken shift** means a shift worked by an employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
- (b)** Each attendance within a broken shift will be a minimum of 2 hours.

- (c) An employee is restricted to a maximum of three attendances within a broken shift unless the employee and employer agree to increase the number of attendances in a particular shift.
- (d) Travel time by the most direct reasonable route between attendances that occur at different locations must be included and paid as part of the duration of an attendance.
- (e) Payment for a broken shift will be at ordinary pay with weekend, overtime and public holiday penalty rates to be paid in accordance with clauses 22—Saturday and Sunday Work, 24—Overtime and penalty rates and 31—Public holidays.
- (f) An employee must be paid the shift allowances in accordance with clause 25—Shiftwork in relation to work performed on a broken shift, with shift allowances being determined by the finishing time of each separate portion of the broken shift.

EXAMPLE: A broken shift with attendance between 9.00 am – 11.00 am and then again from 5.30 pm – 8.30 pm would be paid as follows:

- 9.00 am – 11.00 am: paid at rates applicable at 11.00 am (ordinary rates) for entire 2-hour period.
  - 5.30 pm – 8.30 pm: paid at rates applicable at 8.30 pm (afternoon shift) for entire 3-hour period.
- (g) An employee who works a broken shift with 1 unpaid break must be paid the allowance in clause 18.10(a).
  - (h) An employee who works a broken shift with 2 or more unpaid breaks must be paid the allowance in clause 18.10(b).
  - (i) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
  - (j) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

## **21.7 Sleepovers**

- (a) A sleepover means when the employer requires an employee to sleep overnight at premises where the client for whom the employee is responsible is located (including respite care) and is not an excursion pursuant to clause 21.8.
- (b) The provisions of clause 21.5 apply for a sleepover. An employee may refuse a sleepover in the circumstances contemplated in clause 21.5(d)(i) but only with reasonable cause.
- (c) The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.



- (d) The employee will be entitled to a sleepover allowance of 7.5% of the standard rate (\$85.55) for each night on which they sleep over. This payment shall be deemed to provide compensation for the sleepover and also includes compensation for all work necessarily undertaken by an employee up to a total of one hour's duration.
- (e) Where work undertaken during a sleepover period exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- (f) The employer may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work. The payment prescribed by 21.7(d) will be in addition to the minimum payment prescribed by this subclause.
- (g) The dispute resolution procedure in clause 9 of this Agreement applies to the sleepover provisions.

## **21.8 Excursions**

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

- (a) Monday to Friday excursions
  - (i) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
  - (ii) The employer and employee may agree to accrual of time instead of overtime payment for all other hours.
  - (iii) Payment of sleepover allowance in accordance with the provision of clause 21.7.
  - (iv) The breaks between shifts provision will not apply.
- (b) Weekend excursions

Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

## **21.9 Multiple appointments**

- (a) All employees will have a contract of employment in accordance with clause 11. Any additional hours worked will be in accordance with that contract and the provisions of clauses 11 and 24 as relevant.
- (b) Notwithstanding sub clause (a), this clause provides for multiple appointments to facilitate the employment of workers across different practice areas which have either different transitional pay rates for the same classification level (B) or different long service leave entitlements (clause 33). These multiple appointments may be identified in a single contract of employment.

- (c) An employee may be engaged to work in more than one position on a part-time basis or as additional hours and will be paid at the appropriate classification level, and accrue leave at the appropriate rate, for the actual hours worked in each position.
- (d) At the time of appointment to each position, the employer and employee will agree on a contract of employment for each position in accordance with clause 11.
- (e) If one of the appointments is a fixed term position under clause 11.7, the employer will not offer employment merely to avoid increasing a flexible part-time employee's minimum guaranteed hours in accordance with clause 11.3.
- (f) The ordinary hours of work for an employee who works in more than one position will be set in accordance with clause 21.1 as if the multiple positions were a single position, so that ordinary hours will not exceed 38 hours per week or an average of 38 hours per week

#### **21.10 Non face-to-face time**

- (a) The provision of disability services necessarily involves administrative tasks and the employer agrees that time will be provided in order for employees to complete these tasks.
- (b) Every employee will be provided a reasonable amount of time to undertake administrative tasks (non face-to-face time) during their ordinary hours of rostered work, having regard to:
  - (i) their mode of employment and weekly hours;
  - (ii) the service(s)/programs(s) that they work in;
  - (iii) the needs of the participants they work with;
  - (iv) the volume and complexity of the administrative tasks; and
  - (v) the aggregate levels of funding for non face-to-face time for participants receiving supports from the organisation.
- (c) Where administrative tasks are unable to be completed in rostered time the provisions of clause 24.1 (Overtime rates) apply.
- (d) The parties will regularly consult on the provision of rostered non face-to-face time through the Workplace Consultative Committee (WCC) (clause 8.16).

### **22. Saturday and Sunday work**

- 22.1** Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at 150% of the ordinary rate of pay, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at 200% of the ordinary rate of pay.
- 22.2** The rates in clause 22.1 will be:

- (a) In addition to the shift premiums prescribed in clause 25.3 (b) (i) and (ii) (Preservation of existing shiftwork entitlements),
- (b) In substitution for and not cumulative upon the shift premiums prescribed in clause 25.4 (Shiftwork entitlements for all other employees), and
- (c) Not applicable to overtime worked on a Saturday or Sunday.

**22.3** Casual employees will be paid the casual loading in clause 11.5(c) in addition to the Saturday and Sunday rates at clause 22.1.

**22.4** a casual employee who works on a weekend will be paid at the following rates:

- a) Between midnight Friday and midnight Saturday – 175% of the ordinary rate of pay (inclusive of the casual loading): and
- b) Between midnight Saturday and midnight Sunday -- 225% of the ordinary rate (inclusive of the casual loading).

## **23. Breaks**

### **23.1 Meal breaks**

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

### **23.2 Tea breaks**

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

## **24. Overtime and penalty rates**

### **24.1 Overtime rates**

#### **(a) Full-time employees**

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

- (i) for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;

- (ii) for all authorised overtime on a Sunday, payment will be made at the rate of double time;
- (iii) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and
- (iv) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 25—Shiftwork and Saturday and Sunday work premiums prescribed in clause 22—Saturday and Sunday work.

**(b) Part-time employees and casual employees**

- (i) All time worked by part-time or casual employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (ii) All time worked by part-time or casual employees which exceeds the maximum ordinary daily hours as determined in clause 21.1(b), will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (iii) Time worked up to the hours prescribed in clause 24.1(b)(i) will, subject to clause 24.1(b)(ii), not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).
- (iv) Overtime rates payable under this clause are not applicable to ordinary hours worked on a Saturday or a Sunday and will be in substitution for and not cumulative upon the shift premiums prescribed in clause 26—Shiftwork.
- (v) Casual employees will be paid the casual loading in clause 11.5(b) in addition to the overtime rates payable under this clause.

**24.2 Time off instead of payment for overtime**

- (a) An employee and the employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 24.2.
- (c) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 24.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (d) Time off must be taken:

- (i) within the period of 3 months after the overtime is worked; and
  - (ii) at a time or times within that period of 3 months agreed by the employee and employer.
- (e) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 24.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- (f) If time off for overtime that has been worked is not taken within the period of 3 months mentioned in paragraph 24.2, the employer must pay the employee for the overtime, in the next pay period following those 3 months, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- (g) The employer must keep a copy of any agreement under clause 24.2 as an employee record.
- (h) An employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (i) An employee may, under section 65 of the FW Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 24.2 will apply, including the requirement for separate written agreements under paragraph 24.2(b) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the FW Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(A)(5) of the Act).

- (j) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 24.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

NOTE: Under section 345(1) of the FW Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.2.

### **24.3 Rest period after overtime**

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

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

#### **24.4 Recall to work overtime**

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

#### **24.5 Rest break during overtime**

- (a) An employee recalled to work overtime after leaving the employer's or client's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
- (b) The meals referred to in clause 24.2(a) will be allowed to the employee free of charge. Where the employer is unable to provide such meals, a meal allowance, as prescribed in clause 18.3, will be paid to the employee concerned.

### **25. Shiftwork**

#### **25.1 Engagement in shiftwork**

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

#### **25.2 Definitions**

In the case of shiftwork performed by an employee who was employed on or before the date this agreement comes into effect, the provisions of clause 25.3 apply.

#### **25.3 Preservation of existing shiftwork entitlements**

For employees employed on or before the date this agreement comes into effect, in the provision of supported independent living, the previously existing shiftwork entitlements will be preserved as follows:

- (a) Definitions:
  - (i) **Afternoon shift** means any shift which finishes between 6.00 pm and 8.00 am or commences between 6.00 pm and 6.30 am Monday to Sunday.
  - (ii) **Night shift** means an employee whose rostered hours of ordinary duty commence between 10.00 pm and 6.00 am Monday to Sunday.
  - (iii) A **public holiday shift** means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.
- (b) Shift allowances and penalty rates that must be paid by the employer:

- (i) An employee who works an afternoon shift shall be paid an allowance at the rate of 10% of the ordinary hourly rate applicable to the employee's classification for each hour worked during such rostered period of duty.
- (ii) An employee who works night shift will be paid an allowance at the rate of 12% of the ordinary hourly rate applicable to the employee's classification for each hour worked during such rostered period of duty.
- (iii) An employee who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the public holiday.

#### 25.4 Shiftwork entitlements for all other employees

(a) Definitions:

- (i) **Afternoon shift** means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
- (ii) **Night shift** means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
- (iii) A **public holiday shift** means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

(b) Shift allowances and penalty rates that must be paid by the employer:

- (i) An employee who works an afternoon shift will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift.
- (ii) An employee who works a night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.
- (iii) An employee who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the public holiday.

#### 25.5 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover, provided that in relation to shifts associated with sleepover:

- (a) For shifts worked in accordance with clause 25.3—(Preservation of existing shiftwork entitlements), each part of a shift before and after a period of sleepover will be treated as separate shifts for the purpose of determining the shift penalty rate, and the sleepover will be treated as a break between shifts as provided by clause 21.4(b).
- (b) For shifts worked in accordance with clause 25.4—(Shiftwork entitlements for all other employees), the finishing time of the final part of a shift after a period of sleepover will determine the applicable shift penalty for the periods of work both before and after the period of sleepover, and the length of the shift will be determined by adding together the periods of work immediately before and after the sleepover.

## **26. Higher duties**

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

## **Part 6—Leave and Public Holidays**

### **27. Annual leave**

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

#### **27.2 Day services employees**

Where employees in day services were entitled to 6 weeks' annual leave per year (pro rata for part-time employees) prior to the commencement of this Agreement, the following provision will apply:

- (a)** When the service ceases to have a shut-down period of four weeks or more, new employees will be entitled to annual leave in accordance with the NES. This clause does not prevent the option of providing additional leave to new employees in day services if additional funding for that purpose becomes available.
- (b)** Employees employed in day services whose annual leave entitlement prior to the commencement of this Agreement was 6 weeks per year (pro rata for part-time employees), will retain that entitlement where they continue to be employed in day services.

#### **27.3 Quantum of leave**

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

#### **27.4 Annual leave loading**

- (a)** In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.
- (b)** For employees with an entitlement to 6 weeks annual leave in accordance with clause 27.2, annual leave loading is payable on four weeks annual leave in respect of any one year of employment.



- (c) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
  - (i) an annual leave loading of 17.5% of their ordinary rate of pay; or
  - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

#### **27.5 Annual leave in advance**

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 27.5 is set out at Schedule D. There is no requirement to use the form of agreement set out at Schedule D.

- (c) The employer must keep a copy of any agreement under clause 27.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 27.5 the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### **27.6 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 27.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 27.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 27.6 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 27.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 27.6 as an employee record.

NOTE 1: Under section 344 of the FW Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 27.6.

NOTE 2: Under section 345(1) of the FW Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 27.6.

NOTE 3: An example of the type of agreement required by clause 27.6 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

## **27.7 Excessive leave accruals: general provision**

NOTE: Clauses 27.7 to 27.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the FW Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 25.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 27.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 27.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

## **27.8 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 27.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 27.7, 27.8

or 27.9 or otherwise agreed by the employer and employee) are taken into account; and

- (i) must not require the employee to take any period of paid annual leave of less than one week; and
  - (ii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iii) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 27.8(b)(ii).

NOTE 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

## **27.9 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 27.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 27.8(a) that, when any other paid annual leave arrangements (whether made under clause 27.7, 27.8 or 27.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 27.7, 27.8 or 27.9 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 27.3) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

## **28. Personal/carer's leave and compassionate leave**

- 28.1** Personal/carer's leave and compassionate leave are provided for in the NES. This clause contains additional provisions.
- 28.2** All employees are entitled to 15 days of personal/carer's leave per annum, provided that employees who were employed prior to this agreement and who had an entitlement to more than 15 days personal/carer's leave per annum will retain that entitlement.
- 28.3** Employees are entitled to up to five single day absences per annum without being required to provide any evidence that they were absent from work for a reason that personal/carer's leave may be taken in the National Employment Standards, unless the absence was on a day immediately preceding or after a weekend day or public holiday.

### **28.4 Pregnancy loss**

Compassionate leave may be accessed where the pregnancy of an employee or the partner or spouse of an employee ends after any period of gestation otherwise than by the birth of a living child.

## **29. Family violence leave**

- 29.1** Family and domestic violence leave is provided for in the NES. This clause contains additional provisions.
- 29.2 General principle**
- (a) The Employer recognises that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience family violence.
  - (b) Leave for family violence purposes is available to employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.
- 29.3 Definition of family violence**
- Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

#### **29.4 Eligibility**

Paid leave for family violence purposes is available to all employees, including casual employees.

#### **29.5 General measures**

- (a)** Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b)** All personal information concerning family violence will be kept confidential in line with the employer's policies and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (c)** No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d)** An employee that discloses that they are experiencing family violence will be given information regarding any available current support services.
- (e)** An employee experiencing family violence may raise the issue with their immediate supervisor, union delegate or other person identified by the employer.
- (f)** The employer may develop guidelines to supplement this clause that details the appropriate action to be taken if an employee reports family violence.

#### **29.6 Leave**

- (a)** An employee experiencing family violence will have access to 15 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative). This leave will be:
  - (i)** in addition to existing leave entitlements;
  - (ii)** may be taken as consecutive or single days or as a fraction of a day; and
  - (iii)** can be taken without prior approval, provided that the employee will take reasonable steps to advise the employer as soon as practicable.
- (b)** An employee may request additional leave and the employer must consider that request and may, at its discretion, grant additional leave.
- (c)** An employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The employer may require evidence consistent with subclause 28.3 from an employee seeking to utilise their carer's leave entitlement.

#### **29.7 Individual support**

- (a)** In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will consider any request for flexible working arrangements and may only refuse a request from an

employee experiencing family violence on reasonable business grounds. Flexible working arrangements may include:

- (i) temporary or ongoing changes to their span of hours or pattern of hours and/or shift patterns;
  - (ii) temporary or ongoing job redesign or changes to duties;
  - (iii) temporary or ongoing relocation to suitable employment;
  - (iv) a change to their telephone number or email address to avoid harassing contact; and/or
  - (v) any other appropriate measure.
- (b) Any temporary changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position.
- (c) An employee experiencing family violence will be offered access to the Employee Assistance Program (**EAP**), where the employer has an EAP service, and/or other available local employee support resources. Where possible, the EAP will include professionals trained specifically in family violence.

### **30. Community service leave**

Community service leave is provided for in the NES.

### **31. Public holidays**

**31.1** Public holidays are provided for in the NES. This clause contains additional provisions.

#### **31.2 Payment for working on a public holiday**

- (a) An employee required to work on a public holiday will be paid double time and a half of their ordinary rate of pay for all time worked.
- (b) Payments under this clause are:
- (i) In addition to the shift premiums prescribed in clause 25.3 (b) (i) and (ii) (Preservation of existing shiftwork entitlements),
  - (ii) Instead of any shift premiums prescribed in clause 25.4 (Shiftwork entitlements for all other employees), which would otherwise be payable had the shift not been a public holiday, and
  - (iii) Instead of any additional rate for weekend work as prescribed by clause 22.1 and which would otherwise be payable had the weekend work not been a public holiday.

- (c) Casual employees will be paid the casual loading in clause 11.5(b) in addition to the public holiday penalty rates in clause 31.2(a), that is, 275% of the ordinary rate of pay for hours worked on public holidays (inclusive of the casual loading).

## 32. Ceremonial leave

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

## 33. Long service leave

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

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

- (a) The entitlement will be for the following for periods of continuous service with one and the same employer:

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

- (b) Where employment is terminated (including resignation), after an employee completes more than 10 years' service, for reasons other than death, the employee will be entitled to be paid an amount equal to 1/30th of pay for the period of service. If the employee has not taken all or some of the long service leave accrued under clause 33.2(a), the employer will also make a payment for the period of the long service leave that has not been taken.
- (c) If employment is terminated after an employee has accrued an entitlement to long service leave under clause 33.2(a) and the employee has not taken the leave, the employee is entitled to a payment equivalent to the period of long service leave accrued but not taken.
- (d) If employment is terminated after 10 years' of service because the employee dies whilst still employed, the employer will make a payment equal to 1/30<sup>th</sup> of pay for the period of service of the employee. The employer is not required to make payment for periods of long service leave already taken or paid to the employee.

- (e) **Service** for the purpose of this subclause includes:
  - (i) all periods of paid leave approved by the employer;
  - (ii) all periods of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;
  - (iii) all interruptions or ending of employment by the employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave: and
  - (iv) all periods an employee was serving in His Majesty's Forces or was made available by the employer for national Duty.
- (f) Service for the purpose of this subclause is taken to be **continuous service** despite:
  - (i) the taking of annual leave or long service leave:
  - (ii) any absence from work of not more than fourteen days in any one year on account of illness or injury or, if applicable, any longer period taken as paid leave in relation to the illness or injury under clause 28—Personal/carer's leave and compassionate leave.
  - (iii) any interruption or ending of the employment by the employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave:
  - (iv) any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;
  - (v) any interruption arising directly or indirectly from an industrial dispute:
  - (vi) the dismissal of an employee, but only if the employee is re-employed within a period not exceeding two months after the dismissal:
  - (vii) any absence of an employee by leave of the employer, or on account of injury arising out of or in the course of their employment.
- (g) Long service leave will be granted by the employer within 26 weeks from the date the entitlement accrues under clause 33.2(a). The leave may be postponed by agreement between the employee and employer.
- (h) When long service leave is taken by an employee:
  - (i) the first 26 weeks accrued may be taken in two or three separate periods;
  - (ii) the subsequent 8 and 2/3<sup>rd</sup> weeks accrued by the employee will generally be taken in in one period but may be taken in two separate periods; and
  - (iii) the period of long service leave used by the employee includes any public holidays or accrued days off that fall within the period of leave.
- (i) Long service leave may be taken in advance of being accrued under clause 33.2(a) provided that:



- (i) the employee has completed 10 years' service: and
  - (ii) where an employee is terminated for serious and wilful misconduct before the entitlement to the long service leave taken has accrued, the employer may deduct and withhold from the employee an amount equivalent to the leave taken but not accrued at the time of the termination.
- (j) The employer and employee may agree for the long service leave to be taken:
- (i) at double pay over half the time; or
  - (ii) half the pay over double the time; provided that
  - (iii) the request is in writing and is at the initiative of the employee.
- (k) Employees are encouraged to seek independent taxation advice about the effect of the request. The employer shall provide information to the employee about the amount of tax to be deducted but will not responsible for the decision made by the employee that is informed by this information.
- (l) **Pay** for the purpose of this subclause means the remuneration for an employee's normal weekly hours of work calculated using the employee's ordinary time rate of provided in clause 16,—Minimum wages at the time the leave is taken or, where applicable, the time of their death, including the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates provided that where accommodation is made available to an employee during their period of leave and where a deduction is made for the rental, such amount shall be deducted from the pay for the period of leave.

**33.3** In the case of an employee who is employed in the occupations of Instructors, Program Directors, Assistant Program Directors, Supervisors, and Assistant Supervisors, , howsoever called, who are engaged in the performance of all work in or in connection with or incidental to the industries and/or industrial pursuits of disability services education, and who would have been covered by the *Disability Services (Victoria) Award 1999* prior to the commencement of the *Fair Work Act*, the long service leave entitlements will be as follows:

- (a) Long service leave in accordance with the *Long Service Leave Act 2018* (Vic), provided that the following additional provisions apply.
- (b) The amount of the entitlement will be:

Period of service	Entitlement
First 10 years	3 months
Each subsequent 5 years	1 and a half months

- (c) Where an employee's employment is terminated (including resignation) after completing more than 10 years' service, the employee will be entitled to be paid an amount equal to 1/40<sup>th</sup> of the pay for the period of service since the employee accrued an entitlement under clause 33.3(b). If the employee has not taken all or some of the

long service leave accrued under clause 33.3(b), the employer will also make a payment for the period of the long service leave that has not been taken.

- (d) If the termination of employment is because the employee dies whilst still employed, the employer will make the payment under clause 33.3(b) to the employee's personal representative.
- (e) Where an employee's employment is terminated (including resignation) due to serious ill health after completing more than 5 years' service:
  - (i) the employee will be entitled to be paid an amount equal to 60% of the pro-rata accrual of long service leave; and
  - (ii) the employee shall provide certification from the treating medical practitioner indicating that their incapacity is such that continued employment is not possible and that ill-health retirement is recommended.
  - (iii) This subclause does not apply where the *Long Service Leave Act 2018 (Vic)* provides for an employee to be paid 100% of the pro-rata accrual of long service leave on termination.
- (f) **Service** for the purpose of this subclause includes:
  - (i) any service with an Adult Training Support Service, Private Training Centre or Registered Day Service; and
  - (ii) any service as an Officer, Supervisor or Assistant Supervisor in disability employment services and/or Teachers or Teachers' Assistant in early intervention services; but does not include employment before a break between periods of service greater than 6 months.

**33.4** In the case of an employee whose work would not have been covered by one of the award-based transitional instruments referred to in clauses 33.2–33.3, and who would otherwise be covered by the *Social, Community, Home Care and Disability Services Industry Award 2010*, the provisions of the *Long Service Leave Act 2018 (Vic)* will apply.

**33.5** The entitlement to long service leave is calculated using the normal weekly hours of an employee in accordance with section 16 of the *Long Service Leave Act 2018 (Vic)*. For a flexible part-time employee the minimum guaranteed hours for a particular band must not be treated as fixed hours of work.

**33.6** Payment for long service leave can be made by:

- (a) payment in full prior to or on commencing the period of leave;
- (b) payments in parts on the same dates as the ordinary payment of wages under clause 20 (Payment of wages); or
- (c) payments made in any other way agreed between the employer and the employee.

**33.7** The employer will keep a long service record for each employee that contains their period of service, leave taken and payments made.

**33.8** **Portable Long Service Benefits**

The Employer agrees to execute all of its statutory obligations under the *Long Service Benefits Portability Act 2018 (Vic)* and the *Long Service Benefits Portability Regulations 2020 (Vic)*. For the avoidance of doubt, these obligations are separate and distinct from the long service leave entitlements described at clauses 33.1 to 33.7.

## **34. Parental leave**

**34.1** Parental leave is provided by the NES. This clause preserves pre-existing entitlements to paid parental leave for IDV employees.

**34.2** After 12 months' continuous service, in addition to the parental leave entitlement provided by the NES, an employee (excluding a casual employee) will be entitled to paid leave in accordance with clause 34.3 on the commencement of parental leave (Primary carer), adoption-related leave or parental leave (Secondary carer).

- (a)** Parental (Primary carer) leave means leave taken by an employee who has or will have primary responsibility for the care of a newborn child;
- (b)** Adoption-related leave means leave taken by an employee who is the primary carer, taken in association with the placement of a child for adoption; and
- (c)** Parental (Secondary carer) leave means leave taken by an employee who is a member of a couple with the primary carer who is taking either parental or adoption-related leave.

### **34.3 Quantum of leave**

Parental (Primary carer)	Adoption	Parental (Secondary carer)
6 weeks	6 weeks	1 week

## **Schedule A—Classification Definitions**

### **B.1 Social and community services employee level 1**

#### **B.1.1 Characteristics of the level**

- (a)** A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b)** General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c)** Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d)** Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.

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

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

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

### **B.1.2 Responsibilities**

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

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

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

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

(d) provide general stenographic duties;

(e) apply established practices and procedures;

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

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

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

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

### **B.1.3 Requirements of the position**

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

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

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

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

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

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

(v) at this level employers are required to offer substantial on-the-job training.

**(b) Organisational relationships**

Work under direct supervision.

**(c) Extent of authority**

(i) Work outcomes are clearly monitored.

(ii) Freedom to act is limited by standards and procedures.

(iii) Solutions to problems are found in established procedures and instructions with assistance readily available.

(iv) Project completion according to instructions and established procedures.

(v) No scope for interpretation.

**(d) Progression**

An employee primarily engaged in responsibilities which are prescribed by B.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience.

**Industry experience** means 12 months of relevant experience gained over the previous 3 years.

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

### **B.2.1 Characteristics of the level**

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

(b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise

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

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

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

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

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

### **B.2.2 Responsibilities**

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

**(a)** undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;

**(b)** achieve outcomes which are clearly defined;

**(c)** respond to enquiries;

**(d)** assist senior employees with special projects;

**(e)** prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;

**(f)** perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;

**(g)** provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;

**(h)** perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;

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

### **B.2.3 Requirements of the position**

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

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

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

#### **(b) Prerequisites**

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



- (iii) appropriate on-the-job training and relevant experience; or
- (iv) entry point for a diploma without experience.

**(c) Organisational relationships**

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

**(d) Extent of authority**

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

### **B.3 Social and community services employee level 3**

#### **B.3.1 Characteristics of this level**

- (a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.

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

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

**(g)** Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

### **B.3.2 Responsibilities**

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

- (a)** undertake responsibility for various activities in a specialised area;
- (b)** exercise responsibility for a function within the organisation;
- (c)** allow the scope for exercising initiative in the application of established work procedures;
- (d)** assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e)** provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f)** assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (g)** proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- (h)** apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (i)** supervise a limited number of lower classified employees or volunteers;
- (j)** allow the scope for exercising initiative in the application of established work procedures;

(k) deliver single stream training programs;

(l) co-ordinate elementary service programs;

(m) provide assistance to senior employees;

(n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

(i) undertake some minor phase of a broad or more complex assignment;

(ii) perform duties of a specialised nature;

(iii) provide a range of information services;

(iv) plan and co-ordinate elementary community-based projects or programs;

(v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

(o) in the delivery of disability services as described in subclauses B.1.2 or B.2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

### **B.3.3 Requirements of the job**

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

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

(i) thorough knowledge of work activities performed within the workplace;

(ii) sound knowledge of procedural/operational methods of the workplace;

(iii) may utilise limited professional or specialised knowledge;

(iv) working knowledge of statutory requirements relevant to the workplace;

(v) ability to apply computing concepts.

#### **(b) Prerequisites**

(i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;

(ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;

(iii) associate diploma with relevant experience; or

(iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

**(c) Organisational relationships**

(i) graduates work under direct supervision;

(ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under B.3.2 being undertaken;

(iii) operate as member of a team;

(iv) supervision of other employees.

**(d) Extent of authority**

(i) graduates receive instructions on the broader aspects of the work;

(ii) freedom to act within defined established practices;

(iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

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

### **B.4.1 Characteristics of this level**

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

(b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

(c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

**(d)** Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.

**(e)** Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.

**(f)** Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

#### **B.4.2 Responsibilities**

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

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

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

**(c)** identification of specific or desired performance outcomes;

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

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

**(f)** although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;

**(g)** provide administrative support of a complex nature to senior employees;

**(h)** exercise responsibility for various functions within a work area;

**(i)** provide assistance on grant applications including basic research or collection of data;

**(j)** undertake a wide range of activities associated with program activity or service delivery;

**(k)** develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;

**(l)** undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;

**(m)** apply computer programming knowledge and skills in systems development, maintenance and implementation;

**(n)** provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;

**(o)** where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

**(i)** liaise with other professionals at a technical/professional level;

**(ii)** discuss techniques, procedures and/or results with clients on straight forward matters;

**(iii)** lead a team within a specialised project;

**(iv)** provide a reference, research and/or technical information service;

**(v)** carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;

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

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

#### **B.4.3 Requirements of the position**

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

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

**(i)** knowledge of statutory requirements relevant to work;

**(ii)** knowledge of organisational programs, policies and activities;

**(iii)** sound discipline knowledge gained through experience, training or education;

**(iv)** knowledge of the role of the organisation and its structure and service;

**(v)** specialists require an understanding of the underlying principles in the discipline.

##### **(b) Prerequisites**

**(i)** relevant four year degree with one years relevant experience;

(ii) three year degree with two years of relevant experience;

(iii) associate diploma with relevant experience;

(iv) lesser formal qualifications with substantial years of relevant experience; or

(v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,

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

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

**(e) Organisational relationships**

(i) works under general direction;

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

**(f) Extent of authority**

(i) required to set outcomes within defined constraints;

(ii) provides specialist technical advice;

(iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;

(iv) solutions to problems generally found in precedents, guidelines or instructions;

(v) assistance usually available.

## **B.5 Social and community services employee level 5**

### **B.5.1 Characteristics of the level**

(a) A person employed as a Social and community services employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

(b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.

**(c)** General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.

**(d)** Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.

**(e)** Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

**(f)** Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

#### **B.5.2 Responsibilities**

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

**(a)** responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;

**(b)** undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;

**(c)** undertake a minor phase of a broader or more complex professional assignment;

**(d)** assist with the preparation of or prepare organisation or program budgets in liaison with management;

**(e)** set priorities and monitor work flow in the areas of responsibility;

**(f)** provide expert advice to employees classified at lower levels and/or volunteers;

**(g)** exercise judgment and initiative where procedures are not clearly defined;

**(h)** understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;



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

#### **B.5.3 Requirements of the position**

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

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

- (i) knowledge of organisational programs, policies and activities;
- (ii) sound discipline knowledge gained through experience;
- (iii) knowledge of the role of the organisation, its structure and services.

**(b) Prerequisites**

- (i) relevant degree with relevant experience;
- (ii) associate diploma with substantial experience;
- (iii) qualifications in more than one discipline;
- (iv) less formal qualifications with specialised skills sufficient to perform at this level;  
or
- (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

**(c) Organisational relationships**

- (i) work under general direction;
- (ii) supervise other employees and/or volunteers.

**(d) Extent of authority**

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

## **B.6 Social and community services employee level 6**

### **B.6.1 Characteristics of the level**

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

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

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

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

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

#### **B.6.2 Responsibilities**

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

**(a)** undertake significant projects and/or functions involving the use of analytical skills;

**(b)** undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;

**(c)** exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;

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

#### **B.6.3 Requirements of the position**

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

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

- (i) comprehensive knowledge of organisation policies and procedures;
- (ii) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
- (iii) specialist knowledge gained through experience, training or education;

- (iv) appreciation of the long term goals of the organisation;
- (v) detailed knowledge of program activities and work practices relevant to the work area;
- (vi) knowledge of organisation structures and functions;
- (vii) comprehensive knowledge of requirements relevant to the discipline.

**(b) Prerequisites**

- (i) degree with substantial experience;
- (ii) post graduate qualification;
- (iii) associate diploma with substantial experience;
- (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

**(c) Organisational relationships**

- (i) works under limited direction from senior employees of the Committee of Management or Board;
- (ii) supervision of staff.

**(d) Extent of authority**

- (i) exercise a degree of autonomy;
- (ii) may manage a work area or medium to large organisation or multi-worksite organisation;
- (iii) has significant delegated authority;
- (iv) selection of methods and techniques based on sound judgment;
- (v) manage significant projects and/or functions;
- (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

## **B.7 Social and community services employee level 7**

### **B.7.1 Characteristics of the level**

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

#### **B.7.2 Responsibilities**

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

- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (c) develop work practices and procedures for various projects;
- (d) establish work area outcomes;
- (e) prepare budget submissions for senior officers and/or the organisation;
- (f) develop and implement significant operational procedures;

(g) review operations to determine their effectiveness;

(h) develop appropriate methodology and apply proven techniques in providing specialised services

(i) where prime responsibility lies in a professional field an officer at this level:

(i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;

(ii) provides a consultancy service to a wide range of clients;

(iii) functions may involve complex professional problem solving;

(iv) provides advice on policy method and contributes to its development.

### **B.7.3 Requirements of the position**

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

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

(i) comprehensive knowledge of policies and procedures;

(ii) application of a high level of discipline knowledge;

(iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;

(iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or

(v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.

#### **(b) Organisational relationships**

(i) works under limited direction;

(ii) normally supervises other employees and establishes and monitors work outcomes.

#### **(c) Extent of authority**

(i) may manage section or organisation;

(ii) has significant delegated authority;

(iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

## **B.8 Social and community services employee level 8**

### **B.8.1 Characteristics of this level**

(a) A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.

(b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.

(c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

(d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.

(e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.

(f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

(g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.

(h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.



### **B.8.2 Responsibilities**

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

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

### **B.8.3 Requirements of the position**

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

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

(i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;

(ii) detailed knowledge of statutory requirements.

**(b) Prerequisites**

(i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;

(ii) substantial post graduate experience;

(iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or

(iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

## Schedule B—Minimum Weekly Wages

### B.1 Residential

Employees whose transitional award rates of pay were derived from the *Residential Support Services (Victoria) Award 1999* will be entitled to the following minimum weekly wages from

- the first full pay period on or after 1 July 2022 as set out in the Table C.1 below.

This includes employees employed in group homes or to provide individualised supports in the home or community.

**The rates will be further adjusted in accordance with the pay increases provided in clause 16 of this Agreement.**

The classification translations between the *Residential Support Services (Victoria) Award 1999* and Schedule A in the below table are the most common translations that are applied in the industry.

**Table C.1 - Pay Rates – first pay period on or after 1 July 2022**

Pre-reform award - Resi Vic	Modern Award (SCHADS) SACS Levels	Weekly Rate	Hourly Rate	Casual Rate (25% loading)
<b>Residential/Support Services Worker Grade 1</b>	1.1	<b>\$880.10</b>	<b>\$23.16</b>	<b>\$28.95</b>
Grade 1	1.2	<b>\$908.50</b>	<b>\$23.91</b>	<b>\$29.89</b>
Grade 1	1.3	<b>\$940.90</b>	<b>\$24.76</b>	<b>\$30.95</b>
<b>Residential/Support Services Worker Grade 2</b>				
1st year	2.1	<b>\$1,157.31</b>	<b>\$30.46</b>	<b>\$38.08</b>
2nd year	2.2 (Cert IV)	<b>\$1,193.59</b>	<b>\$31.41</b>	<b>\$39.26</b>
3rd year	2.3	<b>\$1,229.88</b>	<b>\$32.37</b>	<b>\$40.46</b>
After 3rd year	2.4	<b>\$1,262.72</b>	<b>\$33.23</b>	<b>\$41.54</b>
<b>Residential/Support Services Worker Grade 3</b>				
1st year	2.1	<b>\$1,157.31</b>	<b>\$30.46</b>	<b>\$38.08</b>
2nd year	2.2 (Cert IV)	<b>\$1,193.59</b>	<b>\$31.41</b>	<b>\$39.26</b>
3rd year	2.3	<b>\$1,229.88</b>	<b>\$32.37</b>	<b>\$40.46</b>
After 3rd year	2.4	<b>\$1,262.72</b>	<b>\$33.23</b>	<b>\$41.54</b>
<b>Residential/Support Services Worker Grade 4</b>	2.2 (Cert IV)	<b>\$1,193.59</b>	<b>\$31.41</b>	<b>\$39.26</b>

1st year				
2nd year	2.3	\$1,229.88	\$32.37	\$40.46
3rd year	2.4	\$1,262.72	\$33.23	\$41.54
<b>Residential/Support Services Supervisor Grade 5</b>				
1st year	3.1 (ass dip/adv'd cert)	\$1,293.52	\$34.04	\$42.55
2nd year	3.2	\$1,330.69	\$35.02	\$43.78
3rd year	3.3 (3 year degree)	\$1,359.16	\$35.77	\$44.71
After 3rd year	3.4 (4 year degree)	\$1,387.01	\$36.50	\$45.63
<b>Residential/Support Services Supervisor Grade 5</b>				
1st year	4.1	\$1,492.00	\$39.26	\$49.08
2nd year	4.2	\$1,530.94	\$40.29	\$50.36
3rd year	4.3	\$1,570.27	\$41.32	\$51.65
After 3rd year	4.4	\$1,605.38	\$42.25	\$52.81

**B.2 Attendant Care**

Employees whose transitional award rates of pay were derived from the *Attendant Care - Victoria Award 2004* will be entitled to the following minimum weekly wages from

- the first full pay period on or after 1 July 2022 as set out in Table C.2 below.

**The rates will be adjusted in accordance with the pay increases provided in clause 16 of this agreement.**

The classification translations between the *Attendant Care - Victoria Award 2004* and Schedule A in the below table are the most common translations that are applied in the industry.

**Table C.2 - Pay Rates – first pay period on or after 1 July 2022**

Pre-reform award - Attendant Care Vic Grades	Modern Award (SCHADS) SACS Levels	Weekly Rate	Hourly Rate	Casual Rate (25% loading)
1.1	1.1	\$880.10	\$23.16	\$28.95
1.2	1.2	\$908.50	\$23.91	\$29.89
1.3	1.3	\$940.90	\$24.76	\$30.95
2.1	2.1	\$1,157.31	\$30.46	\$38.08
2.2	2.2 (Cert IV)	\$1,193.59	\$31.41	\$39.26
2.3	2.3	\$1,229.88	\$32.37	\$40.46
2.3	2.4	\$1,262.72	\$33.23	\$41.54
3.1	3.1 (ass dip/adv'd cert)	\$1,293.52	\$34.04	\$42.55
3.2	3.2	\$1,330.69	\$35.02	\$43.78
3.3	3.3 (3 year degree)	\$1,359.16	\$35.77	\$44.71
3.3	3.4 (4 year degree)	\$1,387.01	\$36.50	\$45.63

### C.3 Day services

Employees whose transitional award rates of pay were derived from the *Disability Services Award (Victoria) 1999* will be entitled to the following minimum weekly wages from

- the first full pay period on or after 1 July 2022 as set out in Table C.3 below.

This includes employees employed to deliver centre based supports in a centre or in the community.

**The rates will be further adjusted in accordance with the pay increases provided in clause 16 of this Agreement.**

The classification translations between the *Disability Services Award (Victoria) 1999* and Schedule A in the below table are the most common translations that are applied in the industry. Some minimum rates of pay are also determined in accordance with the ERO, which includes less common translations that may apply to an employees position.

Certified agreements and workplace agreements that applied to some employers with day services had a different classification structure. The below table also includes indicative translations from that classification structure to the classifications in the Award and the *Disability Services Award (Victoria) 1999*.

**Table C.3 - Pay Rates – first pay period on or after 1 July 2022**

Pre-reform award - Disability Services Vic - Sub-Divisions	Modern Award (SCHADS) SACS Levels	Agreement- based transitional classification	Weekly Rate	Hourly Rate	Casual Rate (25% loading)
1	1.1	Band 1, Level 1	<b>\$907.00</b>	<b>\$23.87</b>	<b>\$29.84</b>
2	1.2	Band 1, Level 2	<b>\$925.90</b>	<b>\$24.37</b>	<b>\$30.46</b>
3	1.3	Band 1, Level 3	<b>\$957.50</b>	<b>\$25.20</b>	<b>\$31.50</b>
4 (unqualified)	2.1	Band 1, Level 3	<b>\$1,157.31</b>	<b>\$30.46</b>	<b>\$38.08</b>
5 (unqualified)	2.2 (Cert IV)	Band 1, Level 3	<b>\$1,193.59</b>	<b>\$31.41</b>	<b>\$39.26</b>
6 (unqualified)	2.3	Band 1, Level 3	<b>\$1,229.88</b>	<b>\$32.37</b>	<b>\$40.46</b>
7 (unqualified)	2.4	Band 1, Level 3	<b>\$1,262.72</b>	<b>\$33.23</b>	<b>\$41.54</b>
8 (unqualified)	2.4	Band 1, Level 3	<b>\$1,262.72</b>	<b>\$33.23</b>	<b>\$41.54</b>
9 (unqualified)	2.4	Band 1, Level 3	<b>\$1,262.72</b>	<b>\$33.23</b>	<b>\$41.54</b>
10 (unqualified)	2.4	Band 1, Level 3	<b>\$1,262.72</b>	<b>\$33.23</b>	<b>\$41.54</b>
3 (Cert IV)	2.2 (Cert IV)	Band 2, Level 4	<b>\$1,193.59</b>	<b>\$31.41</b>	<b>\$39.26</b>
4 (Cert IV)	2.3	Band 2, Level 5	<b>\$1,229.88</b>	<b>\$32.37</b>	<b>\$40.46</b>

5 (Cert IV) without add. Responsibility	2.4	Band 2, Level 6	<b>\$1,262.72</b>	<b>\$33.23</b>	<b>\$41.54</b>
6 (Cert IV) without add. Responsibility	2.4	Band 2, Level 7	<b>\$1,262.72</b>	<b>\$33.23</b>	<b>\$41.54</b>
7 (Cert IV) without add. Responsibility	2.4	Band 2, Level 8	<b>\$1,262.72</b>	<b>\$33.23</b>	<b>\$41.54</b>
8 (Cert IV) without add. Responsibility	2.4	Band 2, Level 9	<b>\$1,262.72</b>	<b>\$33.23</b>	<b>\$41.54</b>
9 (Cert IV) without add. Responsibility	2.4	Band 2, Level 10	<b>\$1,262.72</b>	<b>\$33.23</b>	<b>\$41.54</b>
10 (Cert IV) without add. Responsibility	2.4	Band 2, Level 11	<b>\$1,262.72</b>	<b>\$33.23</b>	<b>\$41.54</b>
8 (Cert IV) with add resp. or assoc dip entry)	3.1 (ass dip/adv'd cert)	Band 2, Level 8	<b>\$1,293.52</b>	<b>\$34.04</b>	<b>\$42.55</b>
9 (Cert IV) with add resp. or or assoc dip entry)	3.2	Band 2, Level 9	<b>\$1,330.69</b>	<b>\$35.02</b>	<b>\$43.78</b>
10 (Cert IV) with add resp. assoc dip or 3 yr degree entry)	3.3 (3 year degree)	Band 2, Level 10	<b>\$1,359.16</b>	<b>\$35.77</b>	<b>\$44.71</b>
11 (Cert IV) with add resp. assoc dip or 4 year degree)	3.4 (4 year degree)	Band 2, Level 11	<b>\$1,387.01</b>	<b>\$36.50</b>	<b>\$45.63</b>
12 (Cert IV) with add resp. assoc dip or 4 year degree)	3.4 (4 year degree)	Band 2, Level 11	<b>\$1,387.01</b>	<b>\$36.50</b>	<b>\$45.63</b>
Qualified team leaders/coordinators					
13	4.1	Band 3, Level 1	<b>\$1,492.00</b>	<b>\$39.26</b>	<b>\$49.08</b>
14	4.2	Band 3, Level 2	<b>\$1,530.94</b>	<b>\$40.29</b>	<b>\$50.36</b>
14	4.3	Band 3, Level 2	<b>\$1,570.27</b>	<b>\$41.32</b>	<b>\$51.65</b>
14	4.4	Band 3, Level 2	<b>\$1,605.38</b>	<b>\$42.25</b>	<b>\$52.81</b>
Assistant Program Director Grade 2 Centre (unqualified)	5.1	Assistant Program Manager, Grade 2 Centre (Unqualified)	<b>\$1,706.88</b>	<b>\$44.92</b>	<b>\$56.15</b>
Assistant Program Director Grade 2 Centre	5.2	Assistant Program Manager, Grade 2 Centre (Qualified)	<b>\$1,743.46</b>	<b>\$45.88</b>	<b>\$57.35</b>

(Qualified: tertiary, FEEHC or equiv)					
Assistant Program Director Grade 1 Centre (unqualified)	5.3	Assistant Program Manager, Grade 1 Centre (Unqualified)	<b>\$1784.15</b>	<b>\$46.95</b>	<b>\$58.69</b>
Assistant Program Director Grade 1 Centre (Qualified: tertiary, FEEHC or equiv)	5.3	Assistant Program Manager, Grade 1 Centre (Qualified)	<b>\$1784.15</b>	<b>\$46.95</b>	<b>\$58.69</b>
Prgm Dir Grade 3 Centre (Unqualified)	6.1	Program Manager, Grade 3 Centre (Unqualified)	<b>\$1,864.80</b>	<b>\$49.07</b>	<b>\$61.34</b>
Prgm Dir Grade 3 Centre (Qualified: tertiary, FEEHC or equiv)	6.2	Program Manager, Grade 3 Centre (Qualified)	<b>\$1,905.82</b>	<b>\$50.15</b>	<b>\$62.69</b>
Prgm Dir Grade 2 Centre (Unqualified)	6.3	Program Manager, Grade 2 Centre (Unqualified)	<b>\$1,947.12</b>	<b>\$51.24</b>	<b>\$64.05</b>
Prgm Dir Grade 2 Centre (Qualified: tertiary, FEEHC or equiv)	6.3	Program Manager, Grade 2 Centre (Qualified)	<b>\$1,947.12</b>	<b>\$51.24</b>	<b>\$64.05</b>
Prgm Dir Grade 1 Centre (unqualified)	7.1	Program Manager, Grade 1 Centre (Unqualified)	<b>\$2,016.83</b>	<b>\$53.07</b>	<b>\$66.34</b>
Prgm Dir Grade 1 Centre (Qualified: tertiary, FEEHC or equiv)	7.2	Program Manager, Grade 1 Centre (Qualified)	<b>\$2,059.14</b>	<b>\$54.19</b>	<b>\$67.74</b>
Prgm Dir Grade 1 Centre	7.3	Program Manager, Grade 1 Centre (Qualified)	<b>\$2,101.03</b>	<b>\$55.29</b>	<b>\$69.11</b>



## Schedule C—Part-day Public Holidays

This schedule operates where this agreement otherwise contains provisions dealing with public holidays that supplement the NES.

- C.1** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this agreement relating to public holidays to the extent of the inconsistency:
- (a)** All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
  - (b)** Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c)** Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d)** Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e)** Excluding annualised salaried employees to whom clause C.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f)** Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
  - (g)** An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause C.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

## Schedule D—Agreement to Take Annual Leave in Advance

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule E—Agreement to Cash Out Annual Leave

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule F—Bargaining Charter

### BARGAINING CHARTER

#### IDV INC DISABILITY SERVICES AGREEMENT 2023

IDV INC and union parties have agreed that the following Principles will underpin the bargaining process for the IDV INC DISABILITY SERVICES AGREEMENT 2023

##### **Principle 1: Commitment to Choice and Control**

- We believe people living with a disability have the choice and control to make their own decisions about the supports they receive.
- We believe that it is vital that those who provide support are registered providers and skilled workers in order to ensure high quality outcomes for people living with a disability.

##### **Principle 2: Commitment to Multi Employer Bargaining**

- We are committed to finalising a replacement MEA for named registered NDIS providers.
- We reaffirm our continued support for the objectives set out in the current Agreement (see attachment below).
- We agree that a Multi-Employer Agreement enables us to effectively collaborate to ensure that the following objectives of quality disability support services are promoted:
  - quality care
  - responsiveness to client needs
  - best practice working conditions
  - job security, and
  - a well-trained professional workforce.
- We will issue a Notice of Employee Representational Rights in November 2022
  - Additional employers who share these Principles may join the process at a later date.

##### **Principle 3: Protection of Over-Award Entitlements**

- The IDV INC Agreement 2023 contains better terms and conditions for workers than the SCHADS Award.
- We will seek to continue to include over-Award entitlements as we recognise this is important for the retention of the workforce who deliver quality care.

##### **Principle 4: Maximise Secure Work and Operational Flexibility**

- We will achieve this by enhancing the consistency, quality and flexibility of service delivery to clients.

- We support the recruitment and retention of a committed and professional workforce.
- We will include appropriate clauses regulating working hours and conditions to support these principles.
- We are committed to facilitating opportunities for, and the attractiveness of, longer term roles with adequate hours with a single employer, thereby reducing the need for workers to work for numerous employers, as sole traders, or seek work in other sectors and maximising the continuity of supports for participants.

**Principle 5: Disability Workforce Attraction and Retention**

- Improved wages are required to better recognise professional disability work to ensure high quality support and we are seeking appropriate funding to support this.
- We are committed to enhancing the professional status of disability workers and the disability sector, including through registration with the Victorian Disability Workers Commission (VDWC) and access to adequate training.
- We are committed to improving attraction and retention of disability support workers in order to provide high quality best practice supports.

**Principle 6: Best Practice OHS Standards**

- We are committed to best practice occupational health and safety standards, including:
  - reducing the risks of occupational violence and
  - reducing the risks of stress related illness.

**Principle 7: Consultation and Collaboration**


- We are committed to facilitating ongoing consultation and collaboration between the employer, unions and the workforce.

**Principle 8: Funding Support**

- We will seek to involve Government and the NDIA to achieve a funding and regulatory environment to meet and promote these agreed Principles.
- We support workers being paid, and employers being appropriately funded, for all work including planning, professional development and training, administration time, leadership and quality assurance.
- We support an equal focus on funding for individualised and shared arrangements to provide quality and responsive services.
- The full achievement of our objectives will require a cooperative effort and appropriate funding support to create a more supportive funding and regulatory environment.

## Signatories

Signed as bargaining representative for and on behalf of IDV Inc.



Date: 1 November 2023

Name & Title:

Peter Symonds

Address:

88 McNamara Street

Macleod

Victoria 3085

Authority:

CEO and Bargaining representative of IDV Inc.

In the presence of

Signature



Name: Nick Church, IR Consultant

Date: 1 November 2023

Signed for and on behalf of the Employees.



Date: 1 November 2023

Name & Title:

Paul Healey  
Branch Secretary  
HACSU

Address:

7 Grattan Street, Carlton VIC 3053

Authority:

Bargaining representative of the employees

In the presence of



Patrick Stephenson, Industrial Officer  
HACSU

Date 1 November 2023

Signature *Elaine Gillespie*

Date: 02 November 2023

Name & Title:

Name Elaine Gillespie

Title AEU Vice President TAFE and Adult Provision  
AEU

Address:

126 Trenerry Crescent, Abbotsford 3067

Authority:

Bargaining representative of the employees

In the presence of



Signature

Name Melinda Bolton, Industrial Officer

Date 2 November 2023